



भारत का राजपत्र

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नई दिल्ली, शनिवार, जुलाई 14, 1984/आषाढ 23, 1906

No. 28]

NEW DELHI, SATURDAY, JULY 14, 1984/ASADHA 23, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

उपराष्ट्रपति सचिवालय

नई दिल्ली, 26 जून, 1984

का०आ० 2219—पंजाब विश्वविद्यालय चंडीगढ़ के कुलाधिपति की हैसियत में पंजाब विश्वविद्यालय के अधिनियम 1947 की धारा 10 ने दिये गये अधिकार का प्रयोग करते हुये पंजाब विश्वविद्यालय के डा० आर० सी पाल कुलपति के सेवाकाल की अवधि में उन्हीं नियमों और शर्तों के आधार पर जो उनकी अवधि समाप्त होने के तुरंत पहले लागू थे, को प्रसन्नता पूर्वक 1 जुलाई 1984 से आगे दूः महिने की वृद्धि करते हैं।

[मंथा वीरिएस/पीयू/1984/1]

पृथीं सिंह भारत के उपराष्ट्रपति एवं पंजाब विश्वविद्यालय के कुलाधिपति के सचिव।

VICE-PRESIDENT'S SECRETARIAT

New Delhi, the 26th June, 1984

from 1st of July, 1984 on the same terms and conditions as immediately before his term expires.

[No. VPS/PU/1984/1]

PRITHI SINGH, Secy. to the Vice-President of India & Chancellor, Panjab University

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 23 अप्रैल, 1984

(आयकर)

का० आ० 2220--सर्वमाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्न-निम्नित्य संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनों के लिए "संगम" प्रबन्ध के अधीन निम्ननिम्नित्य शर्तों पर अनुमोदित किया है, अर्थात् :-

1. यह कि आल मन्दिर रिमर्च फाउण्डेशन, मद्रास वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

2. यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी कियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक विनीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्रस्तुत में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

3. यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारिया दर्शते हुए तुलन-पत्र को एक-एक प्रति, प्रतिवर्ष विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक को एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

संस्था

बाल भविंदर रिसर्च फाउण्डेशन, भद्रास।

यह अधिसूचना 11-2-84 से 31-3-1985 तक की अवधि के लिए प्रभारी है।

[सं० 5763 (फा० सं० 203/80/84-आ० क०नि०-II)]

पी० सक्सेना, उप सचिव

INSTITUTION

Bal Mandir Research Foundation, Madras.

This notification is effective for a period from 11-2-84 to 31-3-1985.

[No. 5763 F. No. 203/80/ITA. II]

P. SAXENA, Dy. Secy.

नई दिल्ली 28 जून 1984

(आय-कर)

का० आ० 2221.—बायकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा उक्त खण्ड के प्रयोजनार्थ “दि मुस्लिम ऑफेनेज कमेटी” को कर निर्धारण-वर्ष 1984-85 से 1986-87 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5885/फा सं० 197/144/83-आ०क० नि०-1]

आर० क० तिवारी, अवर सचिव।

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 23rd April, 1984

INCOME-TAX

New Delhi, the 28th June, 1984

(INCOME-TAX)

S.O. 2220.—It is hereby notified for general information that the institution mentioned below has been approved by Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax rules, 1962 under the category “Association” subject to the following conditions:—

(i) That the Bal Mandir Research Foundation, Madras will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

(iii) That the said Association will submit to the Prescribed Authority by, 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

का० आ० 2222.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा नीचे की सारणी के कालम (2) में उल्लिखित व्यक्तियों की उनमें से प्रत्येक के सामने उसी सारणी के कालम (3) में उल्लिखित व्यक्तियों के स्थान पर सारणी के कालम (1) में दिये

(आयिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली 22 जून 1984

गये राष्ट्रीयकृत बैंकों के निदेशक के रूप में नियुक्त करती हैः—

| सारणी | | |
|---------------------------|---|---|
| (1) | (2) | (3) |
| 1. सेंट्रल बैंक ऑफ इंडिया | डा० एन० ए० श्री सौ०पी० मजूमदार मुख्य नाथर सलाहकार आर्थिक विष्णेषण और नीति विभाग भारतीय रिजर्व बैंक केन्द्रीय कार्यालय (बम्बई) | Dr. N.A. Mujumdar, Shri C.V. Nair Principal Adviser, Department of Economic Analysis and Policy, Reserve Bank of India, Central Office, Bombay. |
| 2. इंडियन बैंक | डा०एम०आर० श्री आर० के०राव जानकीरमन सलाहकार आर्थिक विष्णेषण और नीति विभाग, भारतीय रिजर्व बैंक केन्द्रीय कार्यालय बम्बई। | Dr. S.R.K. Rao, Shri R. Adviser, Deptt. of Economic Analysis and Policy, Reserve Bank of India, Central Office, Bombay. |
| 3. अलाहाबाद बैंक | श्री ओ०पी० श्री इकबाल मिह तनेजा, मुख्य अधिकारी, वार्मिक नीति विभाग, भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय बम्बई। | Shri O.P. Taneja, Shri Iqbal Singh Chief Officer, Personnel Policy Department, Reserve Bank of India, Central Office, Bombay. |

[संख्या एफ० 9/23/84-बी०प्र०-०-१(1)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 22 June, 1984

S.O. 2222.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in the corresponding entry in column (3) of the said Table :

| TABLE | | |
|--------------------------|---|-----|
| (1) | (2) | (3) |
| 1. Central Bank of India | Dr. N.A. Mujumdar, Shri C.V. Nair Principal Adviser, Department of Economic Analysis and Policy, Reserve Bank of India, Central Office, Bombay. | |
| 2. Indian Bank | Dr. S.R.K. Rao, Shri R. Adviser, Deptt. of Economic Analysis and Policy, Reserve Bank of India, Central Office, Bombay. | |
| 3. Allahabad Bank | Shri O.P. Taneja, Shri Iqbal Singh Chief Officer, Personnel Policy Department, Reserve Bank of India, Central Office, Bombay. | |

[No. F. 9/23/84—B.O.-I(1)]

का०आ० 2223.—गण्डीयकृत बैंक (प्रबंध और प्रकारीय उपबंध) स्कीम 1980 के खण्ड 3 के उपाखण्ड (ठ) के अनुसरण में केन्द्रीय भरकार एवं द्वाना नीति की सारणी के कालम (2) में उल्लिखित व्यक्तियों को उनमें से प्रत्येक के सामने उर्ध्वी सारणी के कालम (3) में उल्लिखित व्यक्तियों के स्थान पर सारणी के कालम (1) में दिये गये राष्ट्रीयकृत बैंकों के निदेशक के रूप में नियुक्त करती हैः—

| सारणी | | |
|-------------------|---|--------------------|
| (1) | (2) | (3) |
| 1. कारपोरेशन बैंक | श्री जे०पी० अवस्थी, प्रबंधक भारतीय रिजर्व बैंक, बंगलौर। | डा० के०के० मुखर्जी |
| 2. झांध बैंक | श्री ओ०पी० सोडानी, मुख्य अधिकारी (पदनामित) वित्तीय कंपनी विभाग, भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, कलकत्ता | श्री ओ०पी० तनेजा |

[संख्या एफ० 9/23/84-बी०प्र०-०-१(2)]

का० आ० मीरचन्द्रनानी, निदेशक

S.O. 2223.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in the corresponding entry in column (3) of the said Table.

TABLE

| (1) | (2) | (3) |
|---------------------|---|-----------------------|
| 1. Corporation Bank | Shri J.P. Awasthi, Manager Reserve Bank of India, Bangalore. | Dr. K.K. Mukherjee |
| 2. Andhra Bank | Shri O.P. Sodhani, Chief Officer (Designate), Department of Financial Companies, Reserve Bank of India, Calcutta. | Shri O.P. Taneja |

[No.F.9/23/84-BO.IC]

C. W. MIRCHANDANI, Director

नई दिल्ली, 25 जून 1984

का०आ० 2224.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय अनुसूची में दिए गए प्रारूप के साथ संलग्न टिप्पणी (एफ) के उपर्युक्त यूनाइटेड कर्मशिल बैंक पर जहां तक कि 31 दिसम्बर 1983 को उनके तुलनपत्रों का संबंध है लागू नहीं होंगे।

[संख्या 15/5/84 बी०आ० III]

New Delhi, the 25th June, 1984

S.O. 2224.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the form 'A' in the Third Schedule of the said Act shall not apply to the United Commercial Bank in respect of their balance sheet as on the 31st December 1983.

[No. 15/5/84-B.O. III]

का०आ० 2225.—भारतीय स्टेट बैंक कृष्णाराम बनदेव बैंक लि० के कारोबार के अधिग्रहण से संबंधित दिनांक 22-2-1974 को सरकार द्वारा जारी किये गए आदेश की शर्तों तथा नियन्त्रणों की धारा 5(4) तथा भारतीय

स्टेट बैंक अधिनियम 1955 (1955 का 23) के खण्ड 35 के उपर्युक्त (7) द्वारा प्रदत्त शक्तियों के अनुसरण में केन्द्रीय सरकार इतद्वारा कृष्णाराम बनदेव बैंक लि० का वस्तुत न की गई परिस्थितियों के अन्तिम मूल्यांकन की समयसीमा को, 19 अप्रैल 1984 से 18 अप्रैल 1986 (दोनों दिन शामिल हैं) तक की दो वर्ष की अवधि के लिए और बढ़ाती है।

[संख्या 17/1/84 बी०आ० III]

S.O. 2225.—In pursuance of Clause 5(iv) of the Terms and Conditions sanctioned by the Central Government under an order dated the 22nd February, 1974 relating the acquisition by the State Bank of India of the business of the Krishnaram Baldeo Bank Ltd. and in exercise of the powers conferred by sub-section (7) of section 35 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby extends the time limit for final valuation of the unrealised assets of the Krishnaram Baldeo Bank Ltd., for a further period of two years from 19th April, 1984 to the 18th April, 1986 both days inclusive.

[No. 17/1/84-B.O. III]

नई दिल्ली, 30 जून, 1984

का०आ० 2226—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपर्युक्त 31 अगस्त, 1984 तक बैंक ग्राफ कोचीन लिमिटेड पर उस सीमा तक लागू नहीं होंगे जब तक कि विनिर्दिष्ट रूप में लेखा परीक्षकों की रिपोर्ट के साथ 31 दिसम्बर, 1983 को इसके लेखाओं तथा तुलन पत्रों का प्रकाशन और 30 जून, 1984 तक की बढ़ाई गई अवधि के भीतर इन रिपोर्टों की तीन-तीन प्रतियां रिजर्व बैंक को प्रस्तुत करना आवश्यक है।

[संख्या 15/2/84-बी०आ०-III(1)]

New Delhi, the 30th June, 1984

S.O. 2226.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act shall not apply to the Bank of Cochin Limited upto 31st August, 1984 in so far as it is required to publish the accounts and balance sheet as at 31st December, 1983 together with auditor's report in the prescribed manner and submit three copies thereof as returns to the Reserve Bank within the extended period upto 30th June, 1984.

[No. 15/20/84-B.O. III(i)]

का०आ० 2227.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबंध 31 जुलाई, 1984 तक लक्ष्मी कमशियल बैंक द्विं पर उस सीमा तक लागू नहीं होगे जब तक कि विनिर्दिष्ट रूप में लेखा परीक्षकों की रिपोर्ट के साथ 31 दिसम्बर, 1983 को इसके लेखाओं तथा तुलन पर्वों का प्रकाशन और 30 जून, 1984 तक की बढ़ाई गई अवधि के भीतर इन रिटर्नों की तीन-तीन प्रतियों रिजर्व बैंक को प्रस्तुत करना आवश्यक है।

[संख्या 15/20/84-नी०ध्र०-III(ii)]

माधव वैद्य, अवर सचिव

S.O. 2227.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act, shall not apply to the Lakshmi Commercial Bank Limited, upto 31st July, 1984 in so far as it is required to publish the accounts and balance sheet as at 31st December, 1983 together with the auditor's report in the prescribed manner and submit three copies thereof as returns to the Reserve Bank within the extended period upto 30th June, 1984.

[No. 15/20/84-B.O. III(ii)]

M. R. VAIDYA, Under Secy.

केन्द्रीय प्रत्यक्ष-कर बोर्ड

नई विल्ली, 1 जून, 1984

आदेश सं० 6/84

का०आ० 2228.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 269-व की उप-धारा (6) की व्याख्या द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा दिनांक 17-5-82 के आदेश सं० 25/का० सं० 328/40/82-ध०क० की अधिसूचना में आंशिक संशोधन करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड, एतद्वारा यह विनिर्दिष्ट करता है कि इस आदेश की संस्करण सारणी के स्तरम् 2 में उल्लिखित आयकर आयुक्त उक्त सारणी के स्तरम् 3 की तदनुरूपी प्रविष्टि में विनिर्दिष्ट सक्षम प्राधिकारी अथवा सक्षम प्राधिकारियों का आयकर आयुक्त होगा।

यह आदेश दिनांक 25-6-84 से प्रवृत्त होगा।

सारणी

| (1) | (2) | (3) |
|--|---|-----|
| 1. आयकर आयुक्त आंध्र प्रदेश-1, हैदराबाद। | निरीक्षी सहायक आयकर आयुक्त, अधिग्रहण रेज, हैदराबाद। | |

[फा० सं० 316/72/84-ध०क०]
(राम दुलार)

कृते अवर सचिव, केन्द्रीय प्रत्यक्ष कर बोर्ड।

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 1st June, 1984

ORDER NO. 6/84.

S.O. 2228.—In exercise of the powers conferred by the Explanation to Sub-Section (6) of section 269 F of the I.T. Act, 1961 (43 of 1961) and in partial modification to the notification of the order No. 25/F.N.O. 328/40/82-WT, Dt. 17-5-82; the C.B.D.T. hereby specifies that the Commissioner of Income-tax specified in Col.2 of the Table appended to this order shall be the Commissioner of Income-tax in relation to the Competent Authority or Competent Authorities specified in the corresponding entry in Col. 3 of the said Table.

This order shall come into force with effect from 25-6-84.

TABLE

| 1 | 2 | 3 |
|--|--|---|
| 1. Commissioner of Indo- me tax, Andhra Pradesh- I, Hyderabad. | Inspecting Ass't. Commis- sioner of Income-tax, Acquisition Range, Hyderabad. | |

[F. No. 316/22/84-WT]
RAM DULAR)

For Under Secy., Central Board of Direct Taxes

सीमा शुल्क तथा केन्द्रीय उत्पाद शुल्क समाहर्तालिय गोवा

पणजी, 28 अप्रैल, 1984

अधिसूचना सं० 1/84

केन्द्रीय उत्पाद शुल्क

का०आ० 2229.—केन्द्रीय उत्पाद शुल्क नियमावली 1944 के नियम 55 के अन्तर्गत मुझे प्रदत्त शक्तियों का प्रयोग करते हुये मै० श्री ग० वै० नायक, अपर समाहर्ता सीमा शुल्क तथा केन्द्रीय उत्पाद शुल्क समाहर्तालिय गोवा, एतद्वारा निर्धारित करता हूँ कि इस अधिसूचना फा०सं० 8/100/81 के० उ० शु० दिनांक 10-1-82 में सुधारित रूप में निम्नलिखित दिया गया है।

उपर्युक्त अधिसूचना में संलग्न किये गये परिशिष्ट क्रम संख्या 85 में निर्दिष्ट दियासलाई के बारे में मद सं० 38 को विलुप्त करता।

[फा० सं० 8/100/81-के०उ०शु०]

ग० वै० नायक, अपर समाहर्ता

COLLECTORATE OF CUSTOMS AND CENTRAL EXCISE, GOA

Panaji, the 28th April, 1984

NOTIFICATION NO. 1/84

CENTRAL EXCISE

S.O. 2229.—In exercise of the powers conferred on me under rule 55 of Central Excise Rules, 1944, I. G. V. Naik, Additional Collector of Customs & Central Excise, Goa specify that the notification F. No. 8/100/81-CX dated 10-1-82 shall be amended in the manner indicated below :—

In the schedule attached to the aforesaid Notification the entries at S. No. 85 pertaining to matches, Item 38 shall be deleted.

[F. No. 8/100/81-CX]

G. V. NAIK, Addl. Collector

केन्द्रीय उत्पाद शुल्क समाहर्ता का कार्यालय

कलकत्ता, 5 मई, 1984

केन्द्रीय उत्पाद शुल्क

अधिसूचना सं. 2/के०उ०/1984

का०आ० 2230—मुझे केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियम 5 के अधीन (इसमें इसके बाद “उक्त नियमावली” उल्लिखित) प्रदत्त शक्तियों का प्रयोग करते हुए मैं श्री नरेन्द्र वाजपेयी, समाहर्ता, केन्द्रीय उत्पाद शुल्क, कलकत्ता, इसके द्वारा समाहर्तालय की अधिसूचना संख्या 1 के० उ०/81, दिनांक 27-2-81 में आगे निम्नलिखित मंशोधन करता हूँ।

उक्त अधिसूचना संख्या 1/के०उ०/81, दिनांक 27-2-81 के संलग्न विवरण में (i) स्तम्भ 2 के नियम 9ब (3) और नियम 14 के शब्दों “सामान्य बंध-पत्र में आने की स्वीकृति और यथा अपेक्षित ऐसी शर्तों की पूर्ति तथा नए बंध-पत्र या अतिरिक्त प्रतिभूती की मांग” को वर्तमान शब्दों के स्थान पर प्रतिस्थापित किया जाएगा, और (ii) नियम “173 (1c)” के लिए नियम “173 छ(1c)” पढ़े।

[सी० सं० IV/(8) 1-के०उ०/82]

न० कु० वाजपेयी, समाहर्ता

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE

Calcutta, the 5th May, 1984

CENTRAL EXCISE

NOTIFICATION No. 2/CE/1984

S.O. 2230.—In exercise of the powers conferred upon me under Rule 5 of the Central Excise Rules, 1944 (hereinafter referred to as “the said Rules”) I, Shri N. K. Bajpal, Collector of Central Excise, Calcutta hereby make the following further amendment in this Collectorate Notification No. 1/CE/81 dated 27-2-81.

2. In the statement appended to the said Notification No. 1/CE/81 dated 27-2-81—(i) in Col. 2 against Rule 9B(3)

and Rule 14 the words “permission to enter into a general bond and fulfilment of such conditions as may be required and to demand a fresh bond or additional securities” may be substituted for the existing words, and

(ii) Read Rule “173G(1A)” for Rule “173(1A)”.

[C.No. IV(8)1-CE/82]

N. K. BAJPAL, Collector

केन्द्रीय उत्पाद शुल्क प्रबंध सीमा शुल्क मुख्यालय, माणिक

बाग पैलेस, मध्य प्रदेश

इन्दौर, 2 जून, 1984

अधिसूचना सं. 2/84-के०उ०श०

का०आ० 2231—मैं मध्य प्रदेश समाहर्तालय के अधिकारियों, जो सहायक समाहर्ता केन्द्रीय उत्पाद शुल्क की श्रेणी से कम न हों को उनके सम्बद्ध अधिकार थेंब में अधिसूचना सं. 201/79 दिनांक 4-6-79 यथा संशोधित के परिशिष्ट के खंड-6क के अंतर्गत समाहर्ता की शक्तियों का प्रयोग करते का अधिकार प्रदान करता हूँ।

[फ० सं. IV/(16) 8-3/81/सी०एस्म भाग I]

CENTRAL EXCISE COLLECTORATE, MADHYA PRADESH, INDORE, P.B. NO. 10

Indore, the 2nd June, 1984

NOTIFICATION No. 2/84

CENTRAL EXCISES

S.O. 2231.—I authorise officers not below the Rank of Assistant Collectors of Central Excise in the Madhya Pradesh Collectorate to exercise the powers of Collector under clause 6A of the Appendix to Notification No. 201/79 dated 4-6-79 as amended, in their respective jurisdictions.

[C. No. IV(16)8-3/81/CX/Pt. I]

अधिसूचना सं. 3/84-के०उ०श०

का० आ० 2232.—केन्द्रीय उत्पाद शुल्क नियमावली 1944 के नियम 5 के अंतर्गत मुझे प्रदत्त शक्तियों के प्रयोग में अधिसूचना सं. 1/81 दिनांक 28-2-81 यहां नीचे दर्शाई गई सीमा तक संशोधित की जाती है।

1. नियम 9ब (3) के स्तम्भ-2 में प्रत्यायोजित शक्ति को प्रकृति वर्तमान व्यापरे विलुप्त किए जाते हैं तथा नीचे लिखे अनुसार प्रतिस्थापित किया जाता है :—

“सामान्य बंधपत्र में प्रविष्टि की अनुगति और आवश्यकतानुसार ऐसी शर्तों की पूर्ति तथा नया बंधपत्र या अतिरिक्त प्रतिभूति की मांग कारना”

2. नियम 14 के स्तम्भ-2 में प्रत्यायोजित शक्ति को प्रकृति के वर्तमान व्यापरे विलुप्त किए जाते हैं तथा नीचे लिखे अनुसार प्रति स्थापित किया जाता है :

“मामान्य बंध पत्र में प्रविष्टि की अनुमति और आवश्यकतानुसार ऐसी शर्तों को पूर्ति तथा नशा बंध पत्र या अनिरिक्षित प्रनिमूलि की मांग करें।”

3. अधिमूलना के पृष्ठ-9 पर स्तम्भ-1 में नियम 169 के बाद नियम 173(1क) दर्शाया गया है। नियम 173(1क) के बदले उसे “173 जी (1क) पढ़ा जाए”।

4. पृष्ठ-11 पर नियम 196 के बाद निम्नलिखित प्रविष्टि सम्मिलित की जाती है :—

| स्तम्भ 1 | स्तम्भ 2 | स्तम्भ 3 | स्तम्भ 4 |
|--|----------|----------|----------|
| 196ब्ब नियम 196 खंख्य के आवेदन के कारण-प्रावधानों के अनु-खाने पर अधिकार सार नियम 192 क्षेत्र रखने वाला के अंतर्गत प्राप्त सहायक समाहर्ता माल को हटाने के लिए अनुमति की मंजरी | | | |

अधिमूलना मं० 1/81 दिनांक 28-2-81 की अन्य बातों अप्रभावित रहेंगी।

[फा० सं० 4(16) 8-3/81-सी० एक्स०/भाग II]
शिवान के० धर, समाहर्ता

NOTIFICATION NO. 3/84
CENTRAL EXCISE

S.O. 2232.—In exercise of the powers vested in me under Rule 5 of the Central Excise Rules, 1944, Notification No. 1/81 dated, 28-2-81 is modified to the extent mentioned hereunder;

(1) Against Rule 9B(3) the existing details of nature of power delegated in column-2 are deleted and substituted as under —

“permission to enter into a general bond and fulfilment of such conditions as may be required and to demand a fresh bond or additional security.”

(2) Against rule 14 the existing details of nature of power delegated in column-2 are deleted and substituted as under —

“permission to enter into a general bond and fulfilment of such conditions as may be required and to demand a fresh bond or additional security”.

(3) On page-9 of the notification in column-1 after Rule 169, Rule 173 (1A) has been mentioned instead of Rule 173(1A) it may be read as 173G(1A)”,

(4) On page-11 after Rule 196 following entry is inserted :—

| Col. 1 | Col. 2 | Col. 3 | Col.4 |
|--------|---|--|-------|
| 196BB | Grant of permission for removal of goods obtained under Rule 192 as per provisions of Rule 196BB. | Asstt. Collector having jurisdiction over the applicant's factory. | |

Other contents of notification No. 1/81 dated 28-2-81 remain un-affected.

[F. No. IV(16)8-3/81|CX|Pt. II]
S.K. DHAR, Collector

वारीणिज्य संशोधन
(वस्त्र विभाग)

नई दिल्ली, 30 जून, 1984

का० आ० 2233.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे की सारणी के स्तंभ (1) में उत्तिल-शक्ति अधिकारियों को जो सरकार के राजपत्रित अधिकारियों की पंक्ति के ममतुन्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पूर्ण अधिकारी नियुक्त करती है, और यह भी निदेश देती है कि उक्त अधिकारी, उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थानों की बाबत अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पूर्ण अधिकारियों को प्रदत्त शक्तियों का प्रयोग और उन अधिरोपित कर्तव्यों का पालन करेंगे।

सारणी

अधिकारी का पद-

सरकारी स्थानों के प्रवर्ग और अधि-
भिक्षान

(1)

(2)

1. उप निदेशक, प्रादेशक एसे परिसर जिनमें केन्द्रीय मिल्क कार्यालय, केन्द्रीय सिल्क बोर्ड, मुम्बई की, या उसके द्वारा पट्टे बोर्ड मुम्बई। पर ली गई या उसके स्थानीय विभागों भूमि और भवन समाविष्ट हैं, जिसके अन्तर्गत ऐसे परिसर जिनका कर्म-चारी क्वार्टरों के रूप में उम्मके कर्म-चारियोंको आवंटित किया जाता है।

[फा० सं० 25017/4/84-सिल्क]

प्रधादस, संयुक्त विकास आयुक्त (हथकरघा)

MINISTRY OF COMMERCE

(Department of Textiles)

New Delhi, the 30th June, 1984

S.O. 2233.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act 1971 (40 of 1971) the Central Government hereby appoints the officers mentioned in column (1) of the Table below being the Officers of equivalent to the rank of gazetted officer of Government to be estate officers for the purpose of the said Act and the said officers shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of their jurisdiction in respect

of the public premises specified in column (2) of the said Table.

TABLE

| Designation of the Officer | Categories of the public premises and local limits of jurisdiction |
|---|---|
| (1) | (2) |
| 1. Deputy Director, Regional Office, Central Silk Board, Bombay | Premises consisting of land and buildings belonging to or taken on lease or owned by the Central Silk Board, Bombay including those premises allotted as staff quarters to its employees. |

[F. No. 25017/4/84-Silk]

BRAHM DUTT,
Jt. Development Commissioner (Handlooms)

(मुख्य नियंत्रक, आयात एवं निर्यात का कार्यालय)

आदेश

नई दिल्ली, 27 जून, 1984

का० आ० 2234.—मर्वश्री चौक हंजीनिधर, बारगी प्रोजेक्ट, बारगी हिल्स, जबलपुर को कोनाट्सू मॉडल नू० 355-ए आंडलर ट्रैक्टर नू० 7 के लिए ड्रावार के आयात के लिए 29,800-रु० (केवल उन्तीस हजार आठ सौ रु०) का एक आयात लाइसेंस सू० जी/जे/3051453 दिनांक 4-7-1983 प्रदान किया गया था।

फर्म ने उपर्युक्त लाइसेंस की सीमा शुल्क/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति की अनुलिपि प्रतिजारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति खो गई या अस्थानस्थ हो गई है। आगे यह बताया गया है कि लाइसेंस की सीमा शुल्क/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति किसी भी सीमा शुल्क प्रधिकारी के पास पंजीकृत नहीं कराई गई थी और इस प्रकार सीमा शुल्क/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति के मूल्य का विलक्षण भी उपयोग नहीं किया गया है।

2. अपने तर्क के समर्थन में, लाइसेंसधारी ने सादे कागज पर एक घोषणा भेजी है। तदनुसार मैं संतुष्ट हूँ कि आयात लाइसेंस सू० जी/जे/3051453 दिनांक 4-7-1983 की मूल सीमा शुल्क/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति फर्म से खो गई या अस्थानस्थ हो गई है। यथा संशोधित आयात नियंत्रण आदेश, 1955 दिनांक 7-12-1955 के उपर्युक्त १५-१२-८३ १५-१२-८३ सीमेंट कार्पोरेशन श्राफ इन्डिया लिंग के तंदूर सीमेंट प्रोजेक्ट को आलू करने के प्रयोग में लाने के लिए मोनिटरिंग एण्ड कंट्रोल सिस्टम आदि को आयात करने के लिए प्रदान किया गया था।

चौक हंजीनिधर, बारगी प्रोजेक्ट, बारगी हिल्स, जबलपुर को जारी किए गए उक्त मूल सीमा शुल्क/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति सू० जी/जे/3051453 दिनांक 4-7-1983 प्रदान की जाती है।

3. उक्त लाइसेंस को अनुलिपि सीमा शुल्क/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति पार्टी को अनग से जारी की जा रही है।

[ग० सौ० जी०-२/आई० एण्ड पी०-३५(44)/82-83]

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 27th June, 1984

S.O. 2234.—M/s. Chief Engineer, Bargi Project, Bargi Hills Jabalpur were granted an Import Licence No. G/J/3051453 dated 4-7-83 for Rs. 29,800 (Rupees Twenty nine thousand and eight hundred only) for import of Drawbar for Komatsu Model D-355A Crawler Tracter No. 7.

The firm has applied for issue of Duplicate copy of Customs/Exchange Control purposes copy of the above mentioned licence on the ground that the Original Customs/Ex. Control purposes copy the licence has been lost or misplaced. It has further been stated that the Customs/Ex. Control purposes copy of the licence was not registered with any Customs Authority and as such the value of Customs/Ex. Control purpose copy has not been utilized at all.

2. In support of their contention, the licensee has filed an declaration on plain paper. I am accordingly satisfied that the original Customs/Ex. Control Purposes copy of Import Licence No. G/J/3051453 dated 4-7-83 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import Control Order, 1955 dated 7-12-1955 as amended the said original Customs/Ex. Control purposes copy No. G/J/3051453 dated 4-7-83 issued to the Chief Engineer, Bargi Project, Bargi Hill, Jabalpur is hereby cancelled.

3. A duplicate Customs/Ex. Control purposes copy of the said licence is being issued to the party separately.

[No. CGII/I&P-35(44)/82-83]

आदेश

नई दिल्ली, 28 जून, 1984

का० आ० 2235.—सर्वश्री इलेक्ट्रोनिक्स कार्पोरेशन श्राफ इन्डिया लिंग, इन्डस्ट्रीयल इवलैपमैन्ट एरिया, चारपाली हैदराबाद को 42,61,900 रु० का आयात लाइसेंस सू० पी/सी जी/2094666/सी/एक्स० 87/सी जी 1 दिनांक 15-12-83 सीमेंट कार्पोरेशन श्राफ इन्डिया लिंग के तंदूर सीमेंट प्रोजेक्ट को आलू करने के प्रयोग में लाने के लिए मोनिटरिंग एण्ड कंट्रोल सिस्टम आदि को आयात करने के लिए प्रदान किया गया था।

2. कर्म में अब उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि जारी करने के लिए इस आधार पर प्रावेदन किया है कि उनसे मूल सीमा शुल्क प्रयोजन प्रति बिना किसी सीमा शुल्क प्राधिकारी से पंजीकृत कराए और बिना किसी प्रकार से प्रयुक्त किए ज्यों गई है। कर्म ने बचत दिया है तथा सहमति दी है कि लाइसेंस की मूल सीमा शुल्क बाद में खोज ली जाती है तो उसको इस कार्यालय को रिकार्ड के लिए सौंठा देंगे।

3. कर्म ने अपने इस आशय के समर्थन में आयात-नियति क्रियाविधि पुस्तक 1984-85 के अध्याय 15 के पैरा 353 के अनुसार अपेक्षित शपथ-पत्र दाखिल किया है। अधोहस्ताक्षरी मंत्रूष्ट हैं कि आयात लाइसेंस सं० पी०/सी०जी०/ 2094666 दिनांक 15-12-83 की मूल सीमा शुल्क प्रयोजन प्रति ज्यों गई है और निर्देश देते हैं कि प्रार्थी को लाइसेंस की सीमा शुल्क प्रति की अनुलिपि जारी कर दी जाए। लाइसेंस की मूल सीमा शुल्क प्रति को रद्द कर दिया गया है।

4. आयात लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रार्थी को ग्रलग से जारी की जा रही है।

(मं० 3/सी० डी० ए०/83-84/सी० जी०-1)

जी० वेंकटाचलम, उप-मुख्य नियंत्रक, आयात-नियति
कृते मुख्य-नियंत्रक, आयात-नियति

ORDER

New Delhi, the 28th June, 1984

S.O. 2235.—M/s. Electronics Corporation of India Ltd., Industrial Development Area, Cherpall, Hyderabad, were granted an Import Licence No. P/CG/2094666/C/XX-87/ H/83/CG.I dated 15-12-83 for Rs. 42,61,900 only for Monitoring and Control System etc. to be used in the commissioning of Tandur Cement Project of Cement Corporation of India Ltd.

2. The firm have now requested for the issue of duplicate copy of Custom Purpose Copy of the above Licence on the ground that the original Customs Purposes Copy has been lost without having been registered with any Customs Authority and utilised at all. The firm agrees and undertakes to return the original Custom Purpose Copy of the Licence if traced later, to this Office for record.

3. In support of their contention the firm have filed an Affidavit as required in Para 353 of Chapter XV of Hand-Book of Import Export Procedures 1984-85. The undersigned is satisfied that the original Customs Purpose Copy of Import Licence No. P/CG/2094666 dated 15-12-1983 has been lost and directs that duplicate copy of Customs Purposes Copy of the Licence may be issued to the applicant. The original Customs Purposes Copy of Licence has been cancelled.

4. The duplicate copy of Customs Purposes Copy of the Import Licence is being issued separately.

[P. No. 3/CDE/83-84/CG. II]

G. VENKATACHALAM, Dy. Chief Controller
of Imports & Exports
for Chief Controller of Imports & Exports

जादू और नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मार्मक संस्था

नई दिल्ली, 18 जून, 1984

का०प्रा० 2236.—भारतीय मानक संस्था (प्रमाणन विभाग) विनियम 1955 के विनियम 7 के उपविनियम (3) के प्रनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि नीचे अनुसूची में दिए गए विभिन्न वस्तुओं की प्रति इकाई मुहर लगाने की फीस अनुसूची में दिए गए औरे के प्रनुसार निर्धारित की गई है। यह कोम प्रत्येक के आगे दो तिथियों से लागू होती है:

अनुसूची

| क्रम सं | उत्पाद/उत्पाद की श्रेणी | तरसम्बन्धी भारतीय मानक की संख्या व शीर्षक | इकाई | प्रति इकाई मुहर लगाने की फीस | विनियम |
|-------------------------------------|---|---|------|---|------------|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. नियंत्रित फलास्क के रिप्रिट | IS : 3702-1975 नियंत्रित फलास्क के रिप्रिटों की विशिष्ट (पहला पुनरीकाण) | 100 रिप्रिट | 100 | 1. 50 पैसे प्रति इकाई पहली 5000 इकाइयों के लिए , 2. 25 पैसे प्रति इकाई प्रतीली 10000 इकाइयों के लिए, और 3. 15 पैसे प्रति इकाई शेष इकाइयों के लिए | 1984-01-16 |
| 2. कैमब्रस के जूते रबड़ के तले बाले | IS : 3735—1966 कैमब्रस के जूते रबड़ के तले बालों की विशिष्ट | एक जोड़ा | 1 | 1. 15 पैसे प्रति इकाई पहली 20000 इकाइयों के लिए, और 2. 10 पैसे प्रति इकाई शेष इकाइयों के लिए | 1983-09-16 |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|-------------|--|--|------------|
| 3. कागज के पिन सीधे | IS : 5653-1970 कागज के पिन सीधे की विशिष्टि | एक फिल्म | 5 पैसे | | 1983-12-01 |
| 4. डलाई और काढ़ने के लिए उच्च धनत्य पौलीइथाइलीन सामग्री | IS : 7328-1974 डलाई और काढ़ने के लिए उच्च धनत्य पौलीइथाइलीन सामग्री की विशिष्टि | एक मीटरी टन | 1. रु 3.00 प्रति इकाई पहली 5000 इकाइयों के लिए 2. रु 2.00 प्रति इकाई अगली 5000 इकाइयों के लिए, और | 1. रु 3.00 प्रति इकाई पहली 5000 इकाइयों के लिए 2. रु 2.00 प्रति इकाई अगली 5000 इकाइयों के लिए, | 1984-01-01 |
| 5. निर्बात फ्लास्क | IS : 7708-1975 निर्बात फ्लास्कों की विशिष्टि | 100 फ्लास्क | 1. रु 1.00 प्रति इकाई पहली 5000 इकाइयों के लिए, और 2. 50 पैसे प्रति इकाई शेष इकाइयों के लिए | 1. रु 1.00 प्रति इकाई पहली 5000 इकाइयों के लिए, और 2. 50 पैसे प्रति इकाई शेष इकाइयों के लिए | 1984-01-16 |
| 6. कारबैंडाजिम (एमबीसी) तकनीकी | IS : 8445-1977 कारबैंडाजिम (एमबीसी) तकनीकी की विशिष्टि | एक मीटरी टन | 1. रु 200.00 प्रति इकाई पहली 100 इकाइयों के लिए, 2. रु 100.00 प्रति इकाई प्राप्ती 100 इकाइयों के लिए, और 3. रु 50.00 प्रति इकाई शेष इकाइयों के लिए | 1. रु 200.00 प्रति इकाई पहली 100 इकाइयों के लिए, 2. रु 100.00 प्रति इकाई प्राप्ती 100 इकाइयों के लिए, और 3. रु 50.00 प्रति इकाई शेष इकाइयों के लिए | 1983-06-16 |

[सं सीएसी/ 13 : 10]

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

INDIAN STANDARDS INSTITUTION

New Delhi, the 18th June, 1984

S.O. 2236.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the date shown against each :

SCHEDULE

| 51. Product/Class of Product No. | No. and Title of Relevant Indian Standard | Unit | Marking Fee per Unit | Date of Effect | |
|---|--|------|--|-------------------|-----|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. Refills for vacuum flasks | IS : 3702-1975 Specification for 100 Refills refills for vacuum flasks (.i. st revision) | | (i) 50 Paise per unit for the first 5000 units, (ii) 25 Paise per unit for the next 10000 units; and (iii) 10 Paise per unit for the remaining units | 1984-01-16 | |
| 2. Canvas shoes, rubber sole | IS : 3735-1966 Specification for One Pair canvas shoes, rubber sole | | (i) 15 Paise per unit for the first 20000 units, and (ii) 10 Paise per unit for the remaining units | 1983-09-16 | |
| 3. Pins, paper, straight | IS : 5653-1970 Specification for One kg pins, paper, straight | | 5 Paise | 1983-12-01 | |
| 4. High density polyethylene materials for moulding and extrusion | IS : 7328-1974 Specification for One Tonne high density polyethylene materials for moulding and extrusion | | (i) Rs 3.00 per unit for the first 5000 units; (ii) Rs 2.00 per unit for the next 5000 units; and (iii) Re 1.00 per unit for the remaining units | 1984-01-01 | |
| 5. Vacuum flasks | IS : 7708-1975 Specification for 100 Flasks vacuum flasks | | (i) Re 1.00 per unit for the first 5000 units; and (ii) 50 Paise per unit for the remaining units | 1984-01-16 | |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----|-----------------------------|--|---|---|------------|
| 6. | Carbendazim (MBC) technical | ISL8445-1977 Specification for One Tonne Carbendazim (MBC) technical | | (i) Re 200.00 per unit for the first 100 units; (ii) Rs 100.00 per unit for the next 100 units; and (iii) Rs 50.00 per unit for the remaining units | 1983-06-16 |

[No. CMD/13 : 10]

कानून 2237.—भारतीय मानक संस्था (प्रमाणन चिह्न) नियम 1955 के नियम 4 के उपनियम (1) के अनुमार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन मानक चिह्नों के डिजाइन, शाब्दिक विवरण और तत्सम्बन्धी भारतीय मानकों के शीर्षक महित नीचे अनुसूची में दिए गए हैं वे भारतीय मानक संस्था द्वारा निर्धारित किए गए हैं।

ये मानक चिह्न भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और उसके अधीन बने नियमों के निम्न प्रत्येक के आगे दी गई तिथियों से लागू होती हैं :

अनुसूची

| क्रम सं० | मानक चिह्न की डिजाइन | उत्पाद/उत्पाद की श्रेणी | तत्सम्बन्धी भारतीय मानक की संस्था शीर्षक | मानक चिह्न की डिजाइन का शाब्दिक विवरण | लागू होने की तिथि |
|----------|----------------------|---|---|---|-------------------|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | ISL3722 | निवारण प्लास्ट के रिपिट | IS : 3702—1975 निवारण प्लास्ट के रिपिटों की विशिष्टि (पहला पुनरीक्षण) | भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं, सम्म (2) में दिखाई देती शीर्षक अनुग्रात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संस्था और वर्ष अकित किया गया है। | 1984-01-16 |
| 2. | ISL3731 | फैनबस के जूते रबड़ के तरे बाले | IS : 3735—1966 फैनबस के जूते रबड़ के तरे बालों की विशिष्टि | " | 1983-09 |
| 3. | ISL4308-67 | भाग बुझाने के लिए सुखे रासायनिक पाउडर (फैल रहित संगत पाउडर) | IS : 4308—1967 भाग बुझाने लिए सुखे पाउडर की विशिष्टि | भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं, सम्म (2) में दिखाई देती शीर्षक अनुग्रात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संस्था और वर्ष अकित किया गया है। | 1982-03-16 |
| 4. | ISL5653 | कागज के पिन, सीधे | IS : 5653—1970 कागज के सीधे पिन की विशिष्टि | भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं, सम्म (2) में दिखाई देती शीर्षक अनुग्रात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संस्था दी गई है। | 1983-12-01 |
| 5. | ISL73328 | डलाई और काढने के लिए उच्च घनत्व पोलीइथाइलेन सामग्री | IS : 7338—1974 डलाई और घनत्व पोलीइथाइलेन सामग्री की विशिष्टि | भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं, सम्म (2) में दिखाई देती शीर्षक अनुग्रात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संस्था दी गई है। | 1984-01-01 |
| 6. | ISL7341 | विधात प्लास्ट | IS : 7708—1975 निवारण प्लास्टों की विशिष्टि | " | 1984-01-16 |
| 7. | ISL8445 | कारबेंडाजिम (एमबीसी) तकनीकी | IS : 8445—1977 कारबेंडाजिम (एमबीसी) तकनीकी की विशिष्टि | " | 1983-06-16 |

[सं० सोएमडॉ 13:97]
ए०एस० जीमा, अपर महानिदेशक

S.O. 2237.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution, hereby, notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard (s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

SCHEDULE

| Sl. No. | Design of the Standard Mark | Product/Class of Product | No. and Title of the Relevant Indian Standard | Verbal description of the Design of the Standard Mark | Date of Effect |
|---------|---|--|---|---|----------------|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. |  | Refills for vacuum flasks | IS : 3702-1975 Specification for refills for vacuum flasks (first revision) | The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design. | 1984-01-16 |
| 2. |  | Canvas shoes, rubber sole | IS : 3735-1966 Specification for canvas shoes, rubber sole | -do- | 1983-09-16 |
| 3. |  | Dry chemical powder for fire fighting (excluding foam compatible powder) | IS : 4308-1967 Specification for dry powder for fire fighting | The monogram of the Indian Standards Institution, consisting of letters 'ISI,' drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard, along with its year, being superscribed on the top side of the monogram as indicated in the design | 1982-03-16 |
| 4. |  | Pins, paper, straight | IS : 5653-1970 Specification for pins, paper straight | The monogram of the Indian Standards Institution, consisting of letters 'ISI,' drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design. | 1983-12-01 |
| 5. |  | High density polyethylene materials for moulding and extrusion | IS : 7328-1974 Specification for high density polyethylene materials for moulding and extrusion | -do- | 1984-01-01 |
| 6. |  | Vacuum flasks | IS : 7708-1975 Specification for Vacuum flasks | -do- | 1984-01-16 |
| 7. |  | Carbendazim (MBC) technical | IS : 8445-1977 Specification for Carbendazim (MBC) technical | -do- | 1983-06-16 |

ऊर्जा मंत्रालय
(पेट्रोलियम विभाग)
नई दिल्ली, 28 जून, 1984

का० आ० 2238:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल से विरमगाम तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्यावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करन, आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कलोल से विरगाम तक पाइप लाइन बिछाने के लिए

राज्य—गुजरात जिला—मेहसाना तालुका—कलोल

| गांव | सर्वे नं० | हेक्टर | आर | सेन्टी- यर |
|------|-----------|--------|----|---------------|
| सईज | 1054/2 | 0 | 00 | 75 |
| | 1051 | 0 | 04 | 35 |
| | 1052 | 0 | 02 | 40 |

[सं० O-12016/51/84-ओ एन जी-डी-4]

MINISTRY OF ENERGY

(Dept. of Petroleum)

New Delhi, the 28th June, 1984

S.O. 2238.—Whereas it appears to the Central Government that it is necessary in the public interest for the transport of petroleum from Kalol to Viramgam in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of the notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from Kalol to Viramgam

State : Gujarat District : Mehsana Taluka : Kalol

| Village | Survey No. | Hectare | Are | Centi- tiare |
|---------|------------|---------|-----|-----------------|
| SAIJ | 1054/2 | 0 | 00 | 75 |
| | 1051 | 0 | 04 | 35 |
| | 1052 | 0 | 02 | 40 |

[No. O-12016/51/84-ONG-D4]

का० आ० 2239 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल से विरमगाम तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्यावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कलोल से विरमगाम तक पाइप लाइन बिछाने के लिए
राज्य-गुजरात जिला-अहमदाबाद तालुका-विरमगाम

| गांव | सर्व नं० | हेक्टर | आर | सेन्टीएयर |
|----------|----------|--------|----|-----------|
| हांसलपुर | 939 | 0 | 16 | 50 |
| | 940 | 0 | 11 | 85 |

[सं० O-12016/50/84-ओ एन जीडी-4]

S.O. 2239.—Whereas it appears to the Central Government that it is necessary in the public interest for the transport of petroleum from Kalol to Viramgam in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner.

SCHEDULE

Pipeline from Kalol to Viramgam

State : Gujarat District : Ahmedabad Taluka :
Viramgam

| Village | Survey No. | Hectare | Are | Centiare |
|---------|------------|---------|-----|----------|
| HANSAL- | 939 | 0 | 16 | 50 |
| PUR | 940 | 0 | 11 | 85 |

[No. O-12016/50/84-ONG-D.4]

तर्फ़ दिल्ली, 30 जून, 1984

का० आ० 2240.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा

(1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना सं० का० प्रा० सं० 3621 (12016/107/83-प्रोडक्शन) तरीख 24-9-83 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से सलग अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था ।

और अंतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अंतर्गत सरकार को रिपोर्ट दे दो हैं ;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से सलग अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनियम किया है ।

अब अंतः उक्त अधिनियम को धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से सलग अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार में निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बाए हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड मुंबई के खेत्रीकरण में नभी बाधाओं से मुक्त रूप भौमिका के प्रकाशन की तारीख से निहित होगा ।

अनुसूची

पाइप लाइन माली नगर से विठ्ठल नगर गांव तक
तालुका : हवेली, जिला : पुणे महाराष्ट्र

| गांव | मालीनगर | हेक्टर | हिस्सा नम्बर | | धौकाफल |
|------|-----------|--------|--------------|----|--------|
| | | | 1 | 2 | |
| | 18 का भाग | — | 00 | 23 | |
| | 17 " | — | 00 | 13 | |
| | 16 " | — | 00 | 15 | |
| | 15 " | — | 00 | 31 | |
| | 14 " | — | 00 | 49 | |
| | 13 " | — | 00 | 06 | |
| | 87 " | — | 00 | 13 | |
| | 86 " | — | 00 | 02 | |
| | 88 " | — | 00 | 12 | |
| | 85 " | — | 00 | 54 | |
| | 84 " | — | 00 | 09 | |

| 1 | 2 | 3 | 4 | 5 | 6 |
|------------|-----------|---|----|----|---|
| माजीनगर | 83 का भाग | — | 00 | 18 | |
| " | 92 " | — | 00 | 11 | |
| देहु | 67 " | — | 00 | 27 | |
| " | 68 " | — | 00 | 13 | |
| " | 69 " | — | 00 | 09 | |
| " | 70 " | — | 00 | 09 | |
| " | 71 " | — | 00 | 07 | |
| " | 72 " | — | 00 | 27 | |
| " | 74 " | — | 00 | 07 | |
| " | 84 " | — | 00 | 15 | |
| " | 85 " | — | 00 | 11 | |
| " | 86 " | — | 00 | 16 | |
| " | 87 | — | 00 | 07 | |
| " | 88 | — | 00 | 01 | |
| " | 124 | — | 00 | 31 | |
| " | 125 | — | 00 | 22 | |
| विठ्ठल नगर | 30 " | — | 00 | 18 | |
| " | 33 " | — | 00 | 15 | |
| " | 34 " | — | 00 | 20 | |
| " | 26 " | — | 00 | 18 | |
| " | 50 " | — | 00 | 06 | |
| " | 52 " | — | 00 | 11 | |
| " | 53 " | — | 00 | 12 | |
| " | 54 " | — | 00 | 30 | |
| " | 59 " | — | 00 | 16 | |
| " | 61 " | — | 05 | 07 | |
| " | 63 " | — | 00 | 18 | |

[सं. ओ०-१२०१६/१०७/८३-प्रोड०]

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd. Bombay free from all encumbrances.

L.A. Case No. 36/83 :

SCHEDULE

Pipeline passing through village : Mali Nagar To Vitthal Nagar.

Taluka : Haveli, District : Pune, Maharashtra

| Village | Survey No. | Hissa No. | AREA | |
|---------------|------------|-----------|---------|-------|
| | | | Gat No. | H. R. |
| Mali Nagar | 18 Part | — | 00 | 23 |
| " | 17 " | — | 00 | 13 |
| " | 16 " | — | 00 | 15 |
| " | 15 " | — | 00 | 31 |
| " | 14 " | — | 00 | 49 |
| " | 13 " | — | 00 | 06 |
| " | 87 " | — | 00 | 13 |
| " | 86 " | — | 00 | 02 |
| " | 88 " | — | 00 | 12 |
| " | 85 " | — | 00 | 54 |
| " | 84 " | — | 00 | 09 |
| " | 83 " | — | 00 | 18 |
| " | 92 " | — | 00 | 11 |
| Dehu | 67 | — | 00 | 27 |
| " | 68 | — | 00 | 13 |
| " | 69 | — | 00 | 09 |
| " | 70 | — | 00 | 09 |
| " | 71 | — | 00 | 07 |
| " | 72 | — | 00 | 27 |
| " | 74 | — | 00 | 07 |
| " | 84 | — | 00 | 15 |
| " | 85 | — | 00 | 11 |
| " | 86 | — | 00 | 16 |
| " | 87 | — | 00 | 07 |
| " | 88 | — | 00 | 01 |
| " | 124 | — | 00 | 31 |
| " | 125 | — | 00 | 24 |
| Vitthal Nagar | 30 | — | 00 | 18 |
| " | 33 | — | 00 | 15 |
| " | 34 | — | 00 | 20 |
| " | 26 | — | 00 | 18 |
| " | 50 | — | 00 | 06 |
| " | 52 | — | 00 | 11 |
| " | 53 | — | 00 | 12 |
| " | 54 | — | 00 | 30 |
| " | 59 | — | 00 | 16 |
| " | 61 | — | 00 | 07 |
| " | 63 | — | 00 | 18 |

[No. O-12016/107/83-Prod.]

S.O. 2240.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3621 (12016/107/83-Prod.) dated 24-9-83 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines

का० शा० 2241.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० शा० सं० 3623 (ओ०-12016/109/83-प्रोडक्शन) तारीख 24-9-83 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को विछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दें दी है।

श्री आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन विछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

श्री आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बाए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड मुंबई के क्षेत्रीकरण में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निहित होगा।

एस० ए० केस नम्बर 34/83

अनुसूची

पाइप लाइन तलवडे गांव से, तालुका : हवली, जिला :—पुणे, महाराष्ट्र

| गांव | खसरा नम्बर | हिस्सा नम्बर | क्षेत्रफल | |
|-------|------------|-----------------|-----------|-----|
| | | | हेक्टर | एयर |
| 1 | 2 | 3 | 4 | 5 |
| तलवडे | 63 का भाग | — | 00 | 15 |
| ” | 65 ” | — | 00 | 06 |
| ” | 66 ” | — | 00 | 04 |
| ” | 67 ” | — | 00 | 05 |
| ” | 71 ” | — | 00 | 07 |
| ” | 72 ” | — | 00 | 07 |
| ” | 73 ” | — | 00 | 16 |
| ” | 74 ” | — | 00 | 02 |
| ” | 75 ” | — | 00 | 02 |

| 1 | 2 | 3 | 4 | 5 |
|---|-------|---|----|----|
| ” | 76 ” | — | 00 | 03 |
| ” | 77 ” | — | 00 | 05 |
| ” | 78 ” | — | 00 | 09 |
| ” | 79 ” | — | 00 | 09 |
| ” | 80 ” | — | 00 | 09 |
| ” | 82 ” | — | 00 | 12 |
| ” | 257 ” | — | 00 | 25 |
| ” | 466 ” | — | 00 | 06 |
| ” | 464 ” | — | 00 | 05 |
| ” | 463 ” | — | 00 | 05 |
| ” | 459 ” | — | 00 | 09 |
| ” | 457 ” | — | 00 | 12 |
| ” | 458 ” | — | 00 | 01 |
| ” | 452 ” | — | 00 | 02 |
| ” | 453 ” | — | 00 | 02 |
| ” | 454 ” | — | 00 | 02 |
| ” | 443 ” | — | 00 | 07 |
| ” | 444 ” | — | 00 | 06 |
| ” | 431 ” | — | 00 | 19 |
| ” | 411 ” | — | 00 | 07 |
| ” | 282 ” | — | 00 | 11 |
| ” | 286 ” | — | 00 | 21 |
| ” | 287 ” | — | 00 | 82 |
| ” | 408 ” | — | 00 | 22 |
| ” | 407 ” | — | 00 | 06 |
| ” | 414 ” | — | 00 | 14 |
| ” | 417 ” | — | 00 | 04 |
| ” | 418 ” | — | 00 | 03 |
| ” | 420 ” | — | 00 | 06 |

[सं० ओ०-12016/109/83-प्रोड]
पी० के० राजभोपालन, डैस्क अधिकारी

S.O. 2241.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3623 (O-12016/109/83-Prod.) dated 24-9-83 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs

that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp Ltd, Bombay free from all encumbrances.

L.A. Case No. 34/83.

SCHEDULE

Pipeline passing through the village Talavade, Taluka : Haveli Dist : Pune. Maharashtra.

| Village | Survey No. | Hissa No. | AREA | |
|----------|------------|--------------|----------|-------|
| | | | Gate No. | H. R. |
| Talavade | 63 | Part | — | 00 15 |
| | 65 | | — | 00 06 |
| | 66 | | — | 00 04 |
| | 67 | | — | 00 05 |
| | 71 | | — | 00 07 |
| | 72 | | — | 00 07 |
| | 73 | | — | 00 16 |
| | 74 | | — | 00 02 |
| | 75 | | — | 00 02 |
| | 76 | | — | 00 03 |
| | 77 | | — | 00 05 |
| | 78 | | — | 00 09 |
| | 79 | | — | 00 09 |
| | 80 | | — | 00 09 |
| | 82 | | — | 00 12 |
| | 257 | | — | 00 25 |
| | 466 | | — | 00 06 |
| | 464 | | — | 00 05 |
| | 463 | | — | 00 05 |
| | 459 | | — | 00 09 |
| | 457 | | — | 00 12 |
| | 458 | | — | 00 01 |
| | 452 | | — | 00 02 |
| | 453 | | — | 00 02 |
| | 454 | | — | 00 02 |
| | 443 | | — | 00 07 |
| | 444 | | — | 00 06 |
| | 431 | | — | 00 19 |
| | 411 | | — | 00 07 |
| | 282 | | — | 00 11 |
| | 286 | | — | 00 21 |
| | 287 | | — | 00 82 |
| | 408 | | — | 00 22 |
| | 407 | | — | 00 06 |
| | 414 | | — | 00 14 |
| | 417 | | — | 00 04 |
| | 418 | | — | 00 03 |
| | 420 | | — | 00 06 |

[No. O-12016/109/83-Prod]
P. K. RAJAGOPALAN, Desk Officer

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 8 जून, 1984

का० आ० 2242.—केन्द्रीय सरकार, मरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त अक्षितयों का प्रयोग करते हुए और भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग की अधिसूचना सं० वाई 16015/1/72-एच० तारीख 2 जुलाई, 1975 को उन बातों के सिवाय अधिकात करते हुए जिन्हे ऐसे अधिक्रमण से पहले किया गया है या कहने का लोप किया गया है, नीचे की मारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो मरकार का राजपत्र अधिकारी है, उक्त अधिनियम के प्रयोगों के लिए, संपदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तम्भ (2) में की तरस्थानी प्रविशिष्ट में विविदिष्ट मरकारी स्थानों की बाबत अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेगा और उन पर अधिरोपित कर्तव्यों का पालन करेगा।

मारणी

अधिकारी का पदाभिधान

मरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं

उप चिकित्सा अधीक्षक,

1 सफदरजग अस्पताल, नई दिल्ली से संबंधित भूमि के सभी प्लाट भवन

सफदरजग अस्पताल,

2 मदनगीर जनता टाउन 40 फ्लैट्स

नई दिल्ली

3 रिंग रोड—192 क्वार्टर्स (राजनगर के पास) नई दिल्ली।

4 नैसिंग का पुराना महाविद्या-

लय (97 कमरे), जमशेद मिह रोड के पास, नई दिल्ली।

[संख्या वाई० 16012/1/72-एच०]
हिम्मत मिह ध्रकालिया, अवर मन्त्रिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 8th June, 1984

S.O. 2242.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupations) Act 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Health and Family Welfare (Department of Health) No. Y.16015/1/72-H dated the 2nd July, 1975 except as respect things done or omitted to be done before such supersession the

Central Government hereby appoints the officer mentioned in column (1) of the Table below, being a Gazetted Officer of the Government, to be an Estate Officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on Estate Officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

| Designation of the Officer | Categories of Public premises and the local limits of jurisdiction |
|--|---|
| (1) | (2) |
| The Deputy Medical Superintendent Safdarjang Hospital New Delhi. | <ol style="list-style-type: none"> 1. All plots of lands/buildings belong to the Safdarjang Hospital, New Delhi. 2. Madangir Janta Type 40 flats. 3. Ring Road—192 quarters (Near Raj Nagar), New Delhi. 4. Old College of Nursing (97 rooms) near Jaswant Singh Road, New Delhi. |
| | [No. Y.16012/1/76-II] |
| | H.S. DHAKAALIA, Under Secy. |

नौवहन और परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 2 जूनाई, 1984

का० आ० 2243—केन्द्रीय सरकार राष्ट्रीय नौवहन बोर्ड नियम 1960 के नियम 4 के साथ पठित बाणिज्यिक नौवहन अधिनियम 1958 (1958 का 44) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रीमती एम, चन्द्रशेखर, संदर्भ राज्य सभा की राष्ट्रीय नौवहन बोर्ड का मदद्य नियुक्त करती है और इस उद्देश्य के लिए भारत सरकार नौवहन और परिवहन मंत्रालय (नौवहन पक्ष) की जांच सूचना का० आ० 3931 दिनांक 20 सितम्बर, 1983 (दिनांक 15 अक्टूबर 1983 के राज्यकाल में प्रकाशित) में निम्नलिखित मंशोंधन करती है,

अधिकृत उक्त अधिमूलना में, मद मा० 6 और उसे मम्बलित प्रविशिष्ट के लिए निम्नलिखित ग्रहणे जायेगे, अध्यति०

‘6. श्रीमती एम० चन्द्रशेखर, मदस्य राज्य सभा,
काला मं० प्रम० उल्लू/प्रम०प्रम० बी०-५/८२-प्रम०प्रक०
(प्रम०प्रत०)
डी० डी० सूद, अवर मन्त्रिव

MINISTRY OF SHIPPING AND TRANSPORT

(Shipping Wing)

New Delhi, the 2nd July, 1984

S.O. 2243.—In exercise of the powers conferred by section 4 of the Merchant Shipping Act, 1958 (44 of 1958), read with rule 4 of the National Shipping Board Rules, 1960, the Central Government hereby appoints Shrimati Margatham Chandrasekhar, Member of Rajya Sabha to be the member of the National Shipping Board for that purpose amends the notification of the Government of India in the Ministry of Shipping and Transport (Shipping Wing), S.O. No. 3931 dated 20th September, 1983 (published in the Gazette dated 15th October, 1983) as follows, namely :—

In the said notification, for item 6 and the entry relating thereto, the following shall be substituted, namely :—

“6. Shrimati Margatham Chandrasekhar, M. P. Elected by the Rajya Sabha”.

[File No. SW/MSB-5/82-MF(SL)
D. D. SOOD, Under Secy.

सूचना और प्रभारण मंत्रालय

नई दिल्ली, 25 जून, 1984

का० आ० 2244—केन्द्रीय सरकार, राजभाषा (मंध के शासकीय प्रयोगनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, पत्र सूचना कार्यालय के शास्त्रा कार्यालय, रांची की, जिनके कर्मचारी वृन्द ने हिन्दी का कार्यमाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करनी है।

[मंख्या ई.-11011/35/83-हिन्दी]
हन्दु भूषण कर्ण, अवर मन्त्रिव

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 25th June, 1984

S.O. 2244.—In pursuance of sub rule (4) of rule 10 of the Official Languages (Use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the Branch Office, Ranchi of Press Information Bureau, the staff whereof have acquired the working knowledge of Hindi.

[No. E.11011/35/83-Hindi]
I.B. KARN, Under Secy.

नई दिल्ली, 2 जूनाई, 1984

का० आ० 2245.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 3 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 3 की उप-भाग (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द-

द्वारा श्री जी० पी० सिप्पी को नवाचाल से अगले आदेश तक, फिल्म प्रमाणित बाई तक संस्थ नियुक्त करती है।

[फैल संख्या 811/11/83-एफ(मी)]
के० एम० वेंकटरामन, अवार भवित्व

New Delhi, the 2nd July, 1984

S.O. 2245.—In exercise of the powers conferred by sub-section (1) of section 3 of the Cinematograph Act 1952 (37 of 1952) read with rule 3 of the Cinematograph (Certification) Rules 1983 the Central Government hereby appoints Shri G. P. Sippy as a member of the Board of Film Certification with immediate effect until further orders.

[File No. 811/11/83-F(C)]
K. S. VENKATARAMAN, Under Secy.

संचार मंत्रालय
(डाक-नार बोर्ड)

नई दिल्ली, 27 जून, 1984

का० आ० 2246.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड 111 के पैरा (क) के अनुसार डाक-नार महानिवेशक ने बना टेलीफोन केन्द्र में दिनांक 16-7-84 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/83/पी० एच० बी०]
बाई० आर० भसीन, महायक महानिवेशक (पी० एच० बी०)

MINISTRY OF COMMUNICATIONS

(P & T Board)

NOTIFICATION

New Delhi, the 27th June, 1984

S.O. 2246.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules 1951, as introduced by S.O. No.627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-7-1984 as the date on which the Measured Rate System will be introduced in BANGA Telephone Exchange N.W. Circle.

[No. 5-6/83 PHB]

Y.R. BHASIN, Asstt. Director General (PHB)

धर्म और पुनर्वास मंत्रालय
धर्म विभाग
आदेश

नई दिल्ली, 18 मई, 1984

का० आ० 2247:—केन्द्रीय भरकार की गय है कि इससे उपावक्त अन्मूली में विनियोगित विषय के बारे में मैसम सिंगरेनी कॉलियरीज का० लि० रामकृष्णपुरम डिवीजन-

2. डाकघर-रामकृष्णपुरम के प्रबंधनतंत्र से सम्बद्ध एक श्रीद्वयिक विवाद नियोजितों और उनके कर्मकारों के बीच विद्यमान है।

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करता वांछनीय समझती है।

ग्रन्ति, केन्द्रीय सरकार, श्रीद्वयिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक श्रीद्वयिक अधिकरण गठित करती है जिसके पीठ सीन अधिकारी श्री एन. एन. गव होगे, जिसका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुमूली

“क्या मैसम सिंगरेनी कॉलियरीज का० लिमिटेड, रामकृष्णपुरम डिवीजन-2 डाकघर-रामकृष्णपुरम, जिला अदिलाबाद (आ० प्र०) का प्रबंधनतंत्र द्वारा एस० आर० पी०-१ इनकालाइन के सर्वश्री (1) कुदिरी लिंगाया (2) दोम्मेनी लिंगाया, (3) वाडा तिरुपति, (4) मंगला रामला, (5) पदम राजाया, (6) बिपुला बानैया और (7) कोट्टा राजाया का 1982 में अनिरिक्त दो थेन्स-वृद्धि देने से इकार करना न्यायान्वित है? यदि नहीं, तो संबंधित कार्मकार किस अनुत्तोष के हकदार है?”

[म० एन-22012/151/83-डी-३ (बी)]

MINISTRY OF LABOUR & REHABILITATION
(Dept. of Labour)

ORDER

New Delhi, the 18th May, 1984

S.O. 2247.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs. Singareni Collieries Co. Ltd., Ramakrishnapur Division-II, P.O. Ramakrishnapur and their workmen in respect of the matters specified in the Schedule hereeto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri M. N. Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the management of Messrs Singareni Collieries Co. Ltd., Ramakrishnapur Division-II P.O. Ramakrishnapur Distt. Adilabad (AP) are justified in deriving two additional increments with effect from 1982 to Savashri (1) Kudiri Lingaiah, (2) Dommeti Lingaiah, (3) Vada Thirupathy, (4) Mangala Ramulu (5) Padam Rajaiah, (6) Elpula Banaiah, and (7) Kotta Rajaiah of SRP. I Incline? If not to what relief are the workmen concerned entitled?

[No. L-22012(151)/83-D.III (B)]

आदेश

का० ग्रा० 2048 :—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में मैसर्स सिंगरेनी कोलियरीज क० लि०, मन्दामर्री डिवीजन डाकघर कल्याणी खानी के प्रबन्धतंत्र में सम्बद्ध एक श्रौद्धोगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान हैं;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांधनीय समझती है;

अतः, केन्द्रीय सरकार, श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक श्रौद्धोगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एम एन. राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स सिंगरेनी कोलियरीज क० लि०, मन्दामर्री डिवीजन, डाकघर कल्याणी खानी, जिला अदिलाबाद, (आन्ध्र प्रदेश) का प्रबन्धसंत्र द्वारा श्री बसारी बनेया, कोल फिल्फर, क० क० ५ ए. इन्कलाइन को 27-6-83 से काम से रोकना न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है?”

[सं० एल-22012/146/83-डी-3 (बी)]

ORDER

S.O. 2248.—Whereas the Central Government is of opinion that an industrial dispute exists between the employes in relation to the management of Messrs Singareni Collieries Co. Ltd., Mandamarri Division, P.O. Kalyani Khani and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri N. Rao shall be the Presiding Officer with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDE

Whether the management of Messrs Singareni Collieries Co. Ltd., Mandamarri Division P.O. Kalyani Khani Distt. Adilabad (AP) are justified in stopping Shri Dasari Banaiah, Coal Filler K. K. 5A Incline from service with effect from 27-6-1983. If not, to what relief is the workman concerned entitled?

[No. L-22012(146)/83-D.III (B)]

आदेश

का० ग्रा० 2249.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में मैसर्स सिंगरेनी कोलियरीज क० लि० रामकृष्णपुर डिवीजन-2 के

प्रबन्धतंत्र से सम्बद्ध एक श्रौद्धोगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांधनीय समझती है,

अतः, केन्द्रीय सरकार, श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक श्रौद्धोगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एम एन. राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स सिंगरेनी कोलियरीज कम्पनी लिमिटेड, रामकृष्णपुर डिवीजन-2 डाकघर-रामकृष्णपुर, जिला, अदिलाबाद (आन्ध्र प्रदेश) का प्रबन्धतंत्र द्वारा एस आर पी-१ खान के सामान्य मजदूर, सर्वेश्वरी (१) कमेरा रायामल्लु, (२) पुसारबरला इलैया (३) सेनी गरापु दुर्गेया (४) कमेरा बेनैया, (५) दुरुसेट्टी समुलू और (६) अपुदापू पोशा-मुलू को वर्ग-५ का वेतन देने से इकार करना न्यायोचित है? यदि नहीं, तो उपर्युक्त कर्मकार किस अनुतोष के हकदार हैं?”

[सं० एल-22012/150/83-डी-3 (बी)]

ORDER

S.O. 2249.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Singareni Collieries Company Limited, Ramakrishnapur Division II and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby constitute an Industrial Tribunal of which Shri M. N. Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDE

“Whether the management of Messrs Singareni Collieries Company Limited, Ramakrishnapur District Adilabad (A.P.) are justified in denying category V wages to S/Shri (1) Kamera Rayamallu, (2) Pusaballa Ellaiah, (3) Senigarapu Durgaiah, (4) Kamera Banaiah, (5) Durusotty Ramulu and (6) Iyadpu Poshamallu, General Mazdoors of SRP, I Mle ? If not, to what relief are the said workmen entitled ?”

[No. L-22012/150/83-D.III (B)]

नई दिल्ली, 6 जून, 1984

आदेश

का० ग्रा० 2250.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में गुंजाराम

खनिज विकास निगम, अहमदाबाद के प्रबन्धतंत्र से सम्बद्ध एक औद्योगिक विवाद नियंत्रकों और उनके कर्मकारों के बीच विद्यमान है;

अतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी एस बरोन होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या गुजरात खनिज विकास निगम लिमिटेड, खान मालिकों, काड़ी-पानी फ्लोरस्पार माइन के प्रबन्धतंत्र की देनिक-दर और मासिक दर के कर्मचारियों को प्रोबलम के लिए एक ही वर्ग में बराबर न मानने की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस तारीख में किस अनुतोष के हकदार है?”

[सं. एल. 29011/65/83-डी०-३ (बी०)]

New Delhi, the 6th June, 1984

ORDER

S.O. 2250.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Gujarat Mineral Development Corporation, Ahmedabad and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the management of Gujarat Mineral Development Corporation Limited, Mine Owners, Kadipani Flourspar Mine, in not considering the daily-rated and monthly rated employees in the same category at par for promotion, is justified? If not to what relief are the workmen entitled and from what date?”

[No. L-29011/65/83-D.III (B)]

नई दिल्ली, 16 जून, 1984

आदेश

का० आ० 2251.—केन्द्रीय सरकार की राय है कि इससे उपायुक्त अनुसूची में विनिर्दिष्ट विषय के बारे में अनुबन्ध में दिए गए प्रबन्धतंत्र से सम्बद्ध एक औद्योगिक विवाद नियंत्रकों और उनके कर्मकारों के बीच विद्यमान है।

अतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी एस बरोन होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या संबंधित कर्मकारों की निम्नलिखित मागे न्यायोचित हैं? यदि हाँ, तो वे किस अनुतोष के हकदार हैं?

- मंहगाई भत्ते के रूप में विशेष भत्ता देना।
- लेखा वर्ष 1980, 1981 और 1982 के लिए 20 प्रतिशत की दर से बोनस की अदायगी।
- जिन कर्मकारों ने सेवा के 90 दिन पूरे कर लिए हैं, उनको स्थायी करना।
- वर्षा अहतु में, जब खान बन्द होती है, प्रतिध्वारण भत्ते की अदायगी।
- उपदान (ग्रेच्यूटी) का भुगतान।

अनुबन्ध

- मैसर्स चन्दन क्वैरी वर्क्स, काहेरा
- “के वी पटेल क्वैरी वर्क्स बन्धथला
- “तुलसी क्वैरी वर्क्स, मोती रावल
- “विष्णु क्वैरी मैटल वर्क्स, देगाम
- “दिनेश क्वैरी वर्क्स, बलोद
- “रमेशभाई नरसिंह भाई पटेल क्वैरी, मिवार
- “हरी ओम क्वैरी वर्क्स, रेठावनिया
- “गणेश क्वैरी वर्क्स, नानी रावल
- “होनेसू क्वैरी वर्क्स, रेठा वनिया

[सं. एल. 29011/7/84-डी०-३ (बी०)]

New Delhi, the 16th June, 1984

ORDER

S.O. 2251.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the managements mentioned in the Annexure and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the following demands of the workmen concerned are justified. If so, to what relief are they entitled?

- Grant of special allowance in the form of Dearness allowance,

- (ii) Payment of bonus at the rate of 20% for the accounting years 1980, 1981 and 1982.
- (iii) Grant of the benefit of permanency to those workers who have completed 90 days' service.
- (iv) Payment of Retaining Allowance during the rainy season when the mine is closed.
- (v) Payment of Gratuity.

ANNEXURE

1. Messrs Chandan Quarry Works, Kaleri,
2. Messrs K. V. Patel Quarry Works, Bundhthalal
3. Messrs Tulsi Quarry Works, Moti Raval
4. Messrs Vishnu Quarry Metal Works, Degam
5. Messrs Dinesh Quarry Works, Valod
6. Messrs Rameshbhai Narisinghbhai Patel Quarry, Sikar
7. Messrs Hariom Quarry Works, Rethavaniya
8. Messrs Ganesh Quarry Works, Nani Raval
9. Messrs Honest Quarry Works, Rethavaniya.

[No. L-29011/7/84-D.II (B)]

आदेश

का० आ० 2252.—केन्द्रीय सरकार की राय है कि इसमें उपाबद्ध अनुमूली में विनिर्दिष्ट विषय के बारे में मैसर्स ईस्ट सुकेत सहकारी श्रमिक ठेका पाषाण उद्योग सहकारी समिति लि०, चूना पत्थर खान मालिक, शेरवाडा मुकाम सुकेत, गामगंज मण्डी में समबद्ध एक श्रीद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चांगलीय समझती है;

अतः, केन्द्रीय सरकार, श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक श्रीद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करनी है।

अनुमूली

“क्या मैसर्स ईस्ट सुकेत सहकारी श्रमिक ठेका पाषाण उद्योग सहकारी समिति लि०, चूना पत्थर खान मालिक, शेरवाडा मुकाम सुकेत, गामगंज मण्डी (राजस्थान) द्वारा नियोजित कर्मकारों की निम्नलिखित मांगें न्यायोचित हैं? यदि हाँ, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?”

मांगें

- (1) मासिक दर पर कार्य कर रहे सभी कर्मचारियों को स्थायी किया जाये जिनका वेतन 500/- रुपये प्रति माह से कम न हो।
- (2) पट्टे पर लिये थेव में पानिश फैक्ट्री, मोटर गेंज, वर्कशापों में नियोजित सभी कर्मचारियों और इंजन व मोटर वाहनों पर काम कर रहे कर्मचारियों को एक वर्ष में 15 दिन की आक्रमिक-वृद्धि-बीमारी छुट्टी दी जाए।

[मं० गत०-29011/102/83-डी - 3(बी)]

ORDER

S.O. 2252.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs East Suket Sehakari Shramik Theka Pasban Udyog Sehakari Samiti Ltd., Lime Stone Mine Owners, Sheravada Mukam Suket, Ramganjmandi, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication.

SCHEDULE

“Whether the following demands of the workmen employed by Messrs East Suket Sehakari Shramik Theka Pasban Udyog Sehakari Samiti Ltd., Lime Stone Mine Owners, Sheravada, Mukam Suket, Ramganjmandi (Rajasthan) are justified? If so, to what relief are the workmen concerned entitled?

DEMANDS

- (1) All the monthly-rated employees should be made permanent at salary of not less than Rs. 500 per month.
- (2) Fifteen days' Casual-cum-sick leave in a year be provided to all employees employed in Polish Factory on lease area, Motor Garage, Work-Shop and employees working on engines and motor vehicles.

[No. L-29011/102/83-D.III (B)]

नई दिल्ली, 18 जून, 1984

आदेश

का०आ० 2253.—केन्द्रीय सरकार की राय है कि इसमें उपाबद्ध अनुमूली में विनिर्दिष्ट विषय के बारे में श्री जमील अहमद भाई, खान मालिक, असकाली माइन्स, डाकघर डाबादेह (राजस्थान) में समबद्ध एक श्रीद्योगिक विवाद नियोजक और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चांगलीय समझती है;

अतः, केन्द्रीय सरकार, श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, एक श्रीद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करनी है।

अनुमूली

“क्या मैसर्स जमील अहमद भाई, खान मालिक, असकाली लाइस स्टोन माइन्स, डाकघर डाबादेह, जिला कोटा द्वारा नियोजित कर्मकारों की निम्नलिखित मांगें न्यायोचित हैं? यदि हाँ, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?”

मांगें

- (1) मासिक दर पर कार्य कर रहे सभी कर्मचारियों

को स्थाई किया जाय, जिसका बेतन 500/- रुपये प्रति माह से कम न हो।

(2) पट्टे पर लिए थेव में पालिश फैक्टरी, मोटर गैरेज, वर्कशाप में नियोजित मधी कर्मचारियों और इजन व मोटर वाहनों पर काम कर रहे कर्मचारियों को एक वर्ष में 15 दिन की आकस्मिक प्रवृत्तीमारी छुट्टी दी जाय।

[सं. प्रा. 29011/19/84-डी-3(बी)]

New Delhi the 18th June, 1984

ORDER

S.O. 2253.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Shri Jamil Ahamad Bhai, Mine Owners, Askali Mines, P.O. Dhabadeh (Rajasthan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the following demands of the workmen employed by Messrs Jamil Ahamad Bhai, Mine Owner, Askali Lime Stone Mines, P.O. Dhabadeh Distt Kota are justified? If so, to what relief are the workmen concerned entitled?”

DEMANDS

- (1) All the monthly-rated employees should be made permanent at a salary of not less than Rs. 500 per month.
- (2) Fifteen days' Casual-cum-Sick Leave in a year be provided to all employees employed in Polish Factory on lease area, Motor Garage, Workshop and employees working on engines and motor vehicles

[No. L-29011/19/84-D-III (B)]

का०प्रा० 2254.—केन्द्रीय सरकार की राय है कि इसमें उपाबद्ध अनुशूलनी में विनिर्दिष्ट विषय के बारे में श्री अब्दुल हफीज पुत्र श्री हाजी अब्दुल रहमान, खान मालिक, अन्लरालिया, मुकाम सुकेत, जिला कोटा से समबद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है,

और केन्द्रीय सरकार उन विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय ममता है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 की 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करनी है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उनका विवाद को उन अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनमती

“क्या मैमर्स अब्दुल हफीज पुत्र श्री हाजी अब्दुल

रहमान, चूना पन्थर खान मालिक, अन्लरालिया, मुकाम सुकेत द्वारा नियोजित कर्मकारों को निम्नलिखित मांगें न्यायोचित हैं? यदि हाँ तो मंबंधित कर्मकार किस अनुत्तोष के हकदार हैं?

मांगें

(1) मासिक दर पर कार्य कर रहे मधी कर्मचारियों को स्थाई किया जाय जिनका बेतन 500/- रुपये प्रति माह से कम न हो।

(2) पट्टे पर लिए थेव में पालिश फैक्टरी, मोटर गैरेज, वर्कशाप में नियोजित मधी कर्मचारियों और इजन और मोटर वाहनों पर काम कर रहे कर्मचारियों को एक वर्ष में 15 दिन की आकस्मिक प्रवृत्तीमारी छुट्टी दी जाय।

[सं. प्रा. 29011/20/84-डी-3(बी)]

ORDER

S.O. 2254.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Shri Abdul Hafiz S/o Shri Hazi Abdul Rehaman, Mine Owners, Antralia Mukam Suket, Distt. Kota and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the following demands of the workmen employed by Messrs Abdul Hafiz S/o Shri Hazi Abdul Rehman Lime Stone Mine Owners, Antralia, Mukam Suket are justified? If so, to what relief are the workmen concerned entitled?”

DEMANDS

- (1) All the monthly-rated employees should be made permanent at a salary of not less than Rs. 500 per month.
- (2) Fifteen days' Casual-cum-Sick Leave in a year be provided to all employees employed in Polish Factory on lease area, Motor Garage Workshop and employees working on engines and motor vehicles.

[No. L-29011/20/84-D-III (B)]

आदेश

का० आ० 2255.—केन्द्रीय सरकार की राय कि इसमें उपाबद्ध अनुशूलनी में विनिर्दिष्ट विषय के बारे में श्री मोहम्मद इरफान, खान मालिक, मुकाम और डाकघर, सुकेत, जिला-कोटा से समबद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उन विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय ममता है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 की 14) की धारा 7-क और धारा 10

की उपधारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीछासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायानिर्णयन के लिए निर्देशित करनी है।

अनुसूची

“क्या श्री मोहम्मद इफगान पुत्र श्री सुलतान, अहमद, खान मालिक, भूकाम एवं डाकघर-सुकेत, जिला कोटा द्वारा नियोजित कर्मकारों की नियन्त्रित मांगें न्यायोचित हैं? यदि हाँ तो संबंधित कर्मकार किम अनुतोष के हकदार हैं?”

मांगें

(1) मासिक दर पर कार्य कर रहे सभी कर्मचारियों को स्थाई किया जाय जिनका वेतन 500/- स्पष्ट प्रति माह में कम न हो।

(2) पट्टे पर लिये थेव में पालिंग फैक्टरी, मोटर मेरेज, वर्कशाप में नियोजित सभी कर्मचारियों और हजन व मोटर बाहनों पर काम कर रहे कर्मचारियों को एक वर्ष में 15 दिन की आकस्मिक एवं बीमारी छुट्टी दी जाय।

[सं. एल. 29011/21/84 डी-3(बी)]

ORDER

S.O. 2255.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Shri Mohd. Irfan, Mine Owners, V.P.O. Suket, Distt. Kota and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the following demands of the workmen employed by Shri Mohd. Irfan S/o Shri Sultan Ahmad, Mine Owners, V.P.O. Suket, Distt. Kota are justified? If so, to what relief are the workmen concerned entitled?”

DEMANDS

- (1) All the monthly-rated employees should be made permanent at a salary of not less than Rs. 500 per month.
- (2) Fifteen days' Casual-cum-Sick Leave in a year be provided to all employees employed in Polish Factory on lease area, Motor Garage Workshop and employees working on engines and motor vehicles.”

[No. L-29011/21/84 D.III (B)]

आदेश

कांस्ट्रा० 2256—आक्तेन्द्रीय सरकार की गय है कि इसमें उपाध्यक्ष अनुसूची में विनियोजित विषय के बारे में श्री अतीकुर रहमान पुत्र श्री गफुर भाई, चूना पत्थर खान मालिक, पीपा खेड़ी

मुकाम, सुकेत में स्थान पर्याप्त औद्योगिक विवाद नियोजित हैं और उनके कर्मकारों के बीच विवाद मान है;

श्रीर केन्द्रीय सरकार उक्त विवाद को न्यायानिर्णयन के लिए निर्देशित करना चाहती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीछासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायानिर्णयन के लिए निर्देशित करनी है।

अनुसूची

“क्या श्री अतीकुर रहमान पुत्र श्री गफुर भाई, चूना पत्थर खान मालिक, पीपा खेड़ी, जिला कोटा द्वारा नियोजित कर्मकारों की नियन्त्रित मांगें न्यायोचित हैं? यदि हाँ तो संबंधित कर्मकार किम अनुतोष के हकदार हैं?”

मांगें

(1) मासिक दर पर कार्य कर रहे सभी कर्मचारियों को स्थाई किया जाय जिनका वेतन 500/- स्पष्ट प्रति माह में कम न हो।

(2) पट्टे पर लिये थेव में पालिंग फैक्टरी, मोटर मेरेज, वर्कशापों से नियोजित सभी कर्मचारियों और हजन व मोटर बाहनों पर काम कर रहे कर्मचारियों को वर्ष में 15 दिन की आकस्मिक एवं बीमारी छुट्टी दी जाय।

[सं. एल. 29011/23/84-डी-3(बी)]

ORDER

S.O. 2256.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Shri Atikur Rahaman S/o Shri Gafur Bhai Lime Stone Mine Owners, Peepakheri, Mukam Suket, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the following demands of the workmen employed by Shri Atikur Rahaman S/o Gafur Bhai Lime Stone Mine Owners, Peepakheri, Distt. Kota are justified? If so, to what relief are the workmen concerned entitled?”

DEMANDS

- (1) All the monthly-rated employees should be made permanent at a salary of not less than Rs. 500 per month.
- (2) Fifteen days' Casual-cum-Sick Leave in a year be provided to all employees employed in Polish

tory on lease area, Motor Garage Workshop and employees working on engines and motor vehicles.

[No. I-29011/23/84-D III (B)]

आदेश

का० आ० 2257.—केन्द्रीय सरकार की राय है कि इसमें उपावड़ अनुसूची में विनिर्दिष्ट विषय के बारे में से सम्बद्ध औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है;

अतः केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त अक्षियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूपण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या नियोजित कर्मकारों की निम्नलिखित मांगें न्यायोचित हैं? यदि हाँ, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?”

मांगें

(1) मासिक दर पर कार्य कर रहे सभी कर्मचारियों को स्थायी किया जाय जिनका बेतन 500/- रुपये प्रति माह में कम न हो।

(2) पट्टे पर लिये थेत्र में पालिश फैक्टरी, गोटर गैरेज वर्कशापों में नियोजित सभी कर्मचारियों और इंजन व मोटर वाहनों पर काम कर रहे कर्मचारियों को एक वर्ष में 15 दिन की आक्रिमक एवं बीमारी छुट्टी दी जाये।

[सं०एल०-२९०११/२६/८४-डी-३(बी)]

ORDER

S.O. 2257.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Shri Mahaboob Ali Patwari, Lime Stone Mine Owners, P.O. Suket, Distt. Kota and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the following demands of the workmen employed by Shri Mahaboob Ali Patwari Lime Stone Mine Owners, P.O. Suket, Distt. Kota are justified? if so, to what relief are the workmen concerned entitled?”

1 09 GI/84-4

DEMANDS

(1) All the monthly-rated employees should be made permanent at a salary of not less than Rs. 500/- per month.

(2) Fifteen days' Casual-cum-Sick Leave in a year be provided to all employees employed in Polish Factory on lease area, Motor Garage, Workshop and employees working on engines and motor vehicles.

[No. I-29011/26/84-D III (B)]

आदेश

का० आ० 2258.—केन्द्रीय सरकार की राय है कि इसमें उपावड़ अनुसूची में विनिर्दिष्ट विषय के बारे में से सम्बद्ध औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना चाहनीय समझती है;

अतः केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त अक्षियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूपण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या भैरम वेगट सुकेत कोपरेटिव कंटेक्टर महकारी मनिति निल०, चूना पत्थर खान मालिक, कुकरा, मुकाम सुकेत द्वारा नियोजित कर्मकारों की निम्नलिखित मांगें न्यायोचित हैं? यदि हाँ तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?”

मांगें

(1) मासिक दर पर नार्य कर रहे सभी कर्मचारियों को स्थायी किया जाय जिनका बेतन 500/- रुपये प्रति माह से कम न हो।

(2) पट्टे पर लिये थेत्र में पालिश फैक्टरी, मोटर गैरेज, वर्कशापों में नियोजित सभी कर्मचारियों और इंजन व मोटर वाहनों पर काम कर रहे कर्मचारियों को एक वर्ष में 15 दिन की आक्रिमक एवं बीमारी छुट्टी दी जाये।

[सं०एल०-२९०११/१०१/८३-डी-३(बी)]

नन्द लाल, अधर सचिव

ORDER

S.O. 2258.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs West Suket Co-operative Labour Contractor Sehakvari Samiti Ltd., Lime Stone Mine Owner, Kukra, Mukam Suket (Rajasthan), and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the following demands of the workmen employed by Messrs West Suket Co-operative Contractor for Sehakari Samiti Ltd., Lime Stone Mine Owner, Kukra, Mukam Suket are justified? If so, to what relief are the workers concerned entitled?”

DEMANDS

- (1) All the monthly-rated employees should be made permanent at a salary of not less than Rs. 500 per month.
- (2) Fifteen days' Casual-cum-Sick Leave in a year be provided to all employees employed in Polish Factory on lease area, Motor Garage, Workshop and employees working on engines and motor vehicles.

[No. I-29011/101/83-D.III (B)]
NAND LAL, Under Secy.

नई दिल्ली 7 जून 1984

आदेश

का० शा० 2259.—केन्द्रीय सरकार की राय है कि इससे उपायद्वय अनुसूची में विनिर्दिष्ट विषय के बारे में सहायक अधिदन्ता माइक्रोवेव मैटेनेंस डाक-व-तार अलवर के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजिकों और उनके कर्मकारों के बीच विद्यमान हैं;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांधनीय समझती है।

अतः केन्द्रीय सरकार औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या माइक्रोवेव मैटेनेंस डाक-व-तार अलवर के सहायक अधिदन्ता में सम्बद्ध डाक-व-तार के प्रबंधतंत्र द्वारा नैमित्तिक कर्मकार मी हरी मोहन माथुर की 1-12-80 से सेवा समाप्त करने की कार्रवाई न्यायोचित है? यदि नहीं तो श्री हरी मोहन माथुर किस अनुतोष के हकदार है?”

[सं० एल-42012/11/83-डी-2(वी)]

ORDER

New Delhi, the 7th June, 1984

S.O. 2259.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Assistant Engineer Microwave Maintenance, P&T, Alwar and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the management of P&T in relation to their Assistant Engineer of Microwave Maintenance P&T Alwar, is justified in terminating the services of Shri Hari Mohan Mathur, Casual workman with effect from 1-12-80? If not, to what relief, Shri Hari Mohan Mathur is entitled?”

[No. L-42012(11)/83-D.II (B)]

आदेश

नई दिल्ली 12 जून, 1984

का० शा० 2260.—केन्द्रीय सरकार की राय है कि इससे उपायद्वय अनुसूची में विनिर्दिष्ट विषय के बारे में विश्विष्ट अधीक्षक, डाक कार्यालय, पाली में सम्बद्ध एक औद्योगिक विवाद नियोजिकों और उनके कर्मकारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांधनीय समझती है;

अतः केन्द्रीय सरकार औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या विश्विष्ट अधीक्षक डाक कार्यालय द्वारा अनिवित विभागीय शास्त्री पोस्ट मास्टर, श्री उमर खान को सेवा से हटाना न्यायोचित है? यदि नहीं, तो श्री उमर खान किस अनुतोष के हकदार है?”

[सं० एल-40012/2/83-डी-2(वी)]

ORDER

New Delhi, the 12th June, 1984

S.O. 2260.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Senior Superintendent of Post Offices, Pali and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether removal from services of Shri Umar Khan Extra Departmental Branch Post Master, Fatchpura

by the Senior Superintendent of Post Offices is justified ? If not to what relief Shri Umar Khan is entitled ?"

[No. 1-40012(2)/83-D.II (B)]

नई दिल्ली 13 जून, 1984

अद्वेष

का० आ० 2261.—केन्द्रीय सरकार की गति है कि इसमें उपाध्य अनुमूल्यी में विनिर्दिष्ट विषय के बारे में उत्तरी रेलवे प्रशासन, बीकानेर डिवीजन, बीकानेर के प्रबन्धतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है।

आ० आ० 2261.—केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांधनीय समस्ती है;

अतः केन्द्रीय सरकार औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है, जिसके पीठाधीन अधिकारी श्री महेन्द्र भूषण शर्मा होगे जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या छी० पी० औ० उत्तरी रेलवे, बीकानेर के अधीन काम कर रहे नैमिनिक श्रमिकों श्री हर्षसिंह पुत्र श्री नाथों सिह, श्री राजेश पुत्र श्री लाखन गगोवी, श्री गुलाम रमूरल पुत्र श्री मादेखा, श्री महावीर पुत्र श्री तेजा और श्री अर्जन पुत्र श्री ज्वारा की सेवा ममाप्ति न्यायोन्नित हैं ? यदि नहीं तो मंबंधित कर्मकार किस अनुत्तम के हकदार हैं ?”

[सं० एल-41011/25/83-डी-2(बी)]

टी० बी० सीतारमन अवर सचिव

New Delhi, the 13th June, 1984

ORDER

S.O. 2261.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Northern Railway Administration, Bikaner Division, Bikaner and their workmen in respect of the matter specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the termination of services of Shri Hari Singh, S/o Shri Nathisingh, Shri Rajendra S/o Shri Lakhman Gangotri, Shri Gulam Rasul S/o Shri Sadekhan, Shri Mahaveer, S/o Shri Teja and Shri Arjun S/o Shri Jwara casual workers working under the DPO, Northern Railway, Bikaner is justified ? If not to what relief are the concerned workmen entitled ?”

[No. L-41011(25)/83-D.II (B)]
T. B. SITARAMAN, Under Secy.

New Delhi, the 30th June, 1984

S.O. 2262.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the management of the Cantonment Board, Delhi Cantonment and their workmen, which was received by the Central Government on the 18th June, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NEW DELHI

I. D. No. 102 of 1978

In the matter of dispute between :

Shri S. P. Juneja S/o Shri C. L. Juneja, resident of B-120, Tagore Garden Extn., New Delhi.

AND

Chirjiwan Singh S/o S. Nanak Singh, resident of B/64B, Asha Park, New Delhi-18.

Versus

The Management of Cantonment Board, Delhi Cantt.
APPENDICES :

Shri R. C. Pathak—for the workmen,
Shri G. C. Lal—for the Management.

AWARD

Central Government, Ministry of Labour vide order No. 1-13012(3)77-D.II(B) dated 21st November, 1978 made reference of the following dispute to this Tribunal for adjudication :—

“Whether the action of the Management of the Cantonment Board, Delhi Cantonment in terminating the services of the undermentioned workmen with effect from the dates shown against each, is justified ? If not, to what relief are the said workmen entitled ?”

| Name | Date of termination of |
|---|------------------------|
| (1) Shri S. P. Juneja, Laboratory Assistant | 6-12-1975 |
| (2) Shri R. V. Parmar, Pharmacist | 7-1-1976 |
| (3) Shri Chirjiwan Singh, Electrician | 10-2-1976” |

2. The claim statements have been filed only in respect of Chirjiwan Singh and S. P. Juneja.

3. Chirjiwan Singh claimed that he joined service of the Management on 4-2-64 and his services were terminated w.e.f. 9-2-76. His case is, that he was appointed on probation and worked satisfactorily but the Management did not confirm him when he had already worked to the satisfaction of the Management and termination of his services by invoking Rule 8(1)(a) of the Cantonment Fund Servants Rules 1937 read with Rule 8(2) thereof was illegal and unjustified.

4. It was pleaded that his services were terminated earlier w.e.f. 24-9-69 and he raised dispute and he was re-employed w.e.f. 27-7-70.

5. In respect of the present termination of service it was pleaded that the Cantonment Board in its meeting held on 10-10-75 had already taken a decision to terminate his service and the issue of show cause notice to the workmen on 29-10-75 was only an eye-wash and not a reality. The allegations against him were said to be all unproved. When he filed an appeal he was told that the services were terminated by way of discharge and not by way of punishment and the appeal was incompetent.

6. The workman's plea is that in case it was a case of discharge provisions of section 25-F of Industrial Disputes Act, 1947 were not complied with. He claimed reinstatement.

ment in service with full back wages and continuity of service.

7. S. P. Juneja joined the service of the Cantonment Board, Delhi as Laboratory Assistant on 2-6-69 on temporary basis. His claim is that there was a permanent post and his appointment on temporary basis was an unfair labour practice. He accepted that his service was governed by Cantonment Fund Servants Rules 1937.

8. He was issued a show cause notice dated 20-12-74 and also a letter dated 29-10-75 levelling charges against him. A committee was appointed in September, 75 to look into the allegations against him. When he reached the place of enquiry fixed for the purpose on 19-9-75 he was neither informed nor communicated as to what happened in the meeting and he was made to sit outside the meeting-room. The procedure adopted was said to be illegal and unjustified and the Management had already decided to terminate his services. The proceedings of the Cantonment Board on 10-10-75 established the ulterior motives of the Management. The assertion made is that it was a case of a disciplinary action against him and not of mere discharge and the well established principle of natural justice was not followed in giving proper opportunity of being heard against the action proposed.

9. When he filed an appeal to the Appellate Authority the Appellate Authority ruled that termination of service was not by way of punishment and that the appeal did not lie.

10. The workman pleaded that actually it was a case of punishment without following the procedure required by principle of natural justice and issue of a show cause notice on 29-10-75 when the Board already had decided to terminate his services on 10-10-75. However, alternatively it was urged by the workman that if the services were terminated by way of discharge, the provisions of section 25-F of the I. D. Act, 1947 applicable to him had not been complied with and his termination of service was void ab-initio. He claimed reinstatement with full back wages and continuity of service.

11. The Management of the Cantonment Board contested the claim of both these workmen and pleaded that the Cantonment Board was not an 'Industry' under the Industrial Disputes Act, 1947. On facts it was pleaded that there was a misappropriation by the workmen and they could not be retained in service and they were discharged for inefficiency and loss of faith. In case of Chirjiwan Singh it was additionally added that his apology was also on record. The replies to show cause notices were considered and one month's salary in lieu of one month's notice were given. They were on probation till confirmed and no confirmation orders were issued in either case. The discharge of the workmen for in efficiency could not be said to be retrenchment as the term is defined in section 2(oo) of the I. D. Act, 1947.

12. The matter is issue under the terms of reference has been tried. The evidence of the parties have been recorded. Chirjiwan Singh and S. P. Juneja have filed their affidavits and have been cross-examined. Mr. A. K. Srivastava, Executive Officer of the Cantonment Board and Mr. G. S. Sohal Executive Officer of the Cantonment Board gave their affidavit and have been cross-examined.

13. I have heard the representatives of the parties. There written arguments are on record.

14. In the written arguments filed by the Management it has been mentioned that at the time the action was taken by the Cantonment Board, Delhi the ruling judgment was that of the Management of Safdarjung Hospital Vs. Kuldip Singh Sethi that hospitals run by the Government were not "Industries" under the term 2(j) of the Industrial Disputes Act, 1947. It was in these circumstances that the Board terminated the services of the workman S. P. Juneja and did not comply with section 25-F of the I. D. Act, 1947, and that the over-ruling of that case came only in Bangalore Water Supply Vs. A. Rajappa reported in AIR 1978, S.C. 528.

15. In respect of Chirjiwan Singh it is urged that the workman was employed as Electrician and his case was

akin to that of a Record Keeper in the Cantonment Board and he could not be said to be employed in an 'Industry'. Street lighting in the Cantonment Board is a systematic activity and is engaged by the Cantonment Board in a regular way for the benefit of the residents of the Cantonment Board and Chirjiwan Singh worked for the maintenance of street lights and Cantonment Board's electric gadgets. This functioning of Chirjiwan Singh cannot be said to be otherwise than "in an industry" as the term is now understood under the judgment of the Supreme Court in Bangalore Water Supply case referred to above.

16. The maintenance of street lighting in the Cantonment Boards is not a sovereign function and this work can well be performed by private engagement or by way of business carried on by others and is not strictly relatable to the sovereign functions of the State.

17. Even if the Supreme Court judgment came later after the action had been taken against S. P. Juneja the Cantonment Board could review its action or concede the claim of the workman before this Tribunal but even before this tribunal the Cantonment Board sought to deny relief to S. P. Juneja.

18. Under the law operative in India, the law declared by the Supreme Court is binding and overruled judgment of the Supreme Court cannot govern cases even when the matter was finalised before the judgment that is overruled in the earlier case. However, the fact that the judgment of Safdarjung Hospital case was there when the action was taken by the Management would be a factor for reducing the liability of the Management in respect of the relief to be given to S. P. Juneja.

19. It is held that both S. P. Juneja and Chirjiwan Singh were employed "in an industry" as the term is understood in section 2(j) of the I. D. Act, 1947 in the judgment of Supreme Court in Bangalore Water Supply and Sewerage Board case reported in AIR 1978 S.C. 528.

20. The action taken by the Management was clearly by way of retrenchment and was not a penal action after regular departmental enquiry with the result that section 25-F of the I. D. Act, 1947 was clearly applicable to these two workmen but was not complied with.

21. Jai Kishan Vs. Delhi Transport Undertaking and another is a ruling of a Delhi High Court in Civil Writ No. 35/71 decided on 24-8-82 by Hon'ble Mr. Justice Avadh Behari Rohtagi of Delhi High Court where he clearly held that a probationer whose services were terminated was entitled to the benefit of section 25-F of the I. D. Act, 1947 and he was a workman even though on trial. The Ld. Judge ruled that termination of services of a probationer was included in the term retrenchment as defined in section 2(oo) of the I. D. Act, 1947. He quoted with approval the judgement of the Supreme Court in State Bank of India Vs. N. Sunderanani reported in 1976 Lab. I.C. 769 where it is ruled as follows :—

"Termination....for any reason whatsoever are the key words. Whatever the reason, every termination spells retrenchment. So the sole question is : has the employee's service been terminated ? Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master or the running out of the stipulated term. To protect the weak against the strong this policy of comprehensive definition has been effectuate. Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. May be, the present may be a hard case, but we can visualise abuses by employers by suitable verbal devices, circumventing the armour of section 25-F and section 2(oo). Without speculating on possibilities we may agree that "retrenchment" is no longer terra incognita but area covered by an expensive definition. It means to end, to conclude, to cease.

22. An argument has been raised by the Management that it was a case of loss of confidence and, therefore, retrenchment was valid. The question is not one of reasons

for retrenchment Section 25-F of the I. D. Act, 1947 does not deal with the reasons for retrenchment but only with the procedure for retrenchment. Even if, the Management had the power to order retrenchment on ground of loss of confidence of inefficiency of the workmen or for any one reason the Management had to comply with section 25-F of the I.D. Act, 1947 when it was applicable to these workmen and they had put in more than a years service.

23. The termination of services of these two workmen is by order simplicitor and notice but charges are levelled against them of inefficiency and mis-appropriation. If they were turned out after proper departmental enquiry no question of retrenchment could arise and they would have their remedy by way of appeal to the Cantonment Authorities or by way of raising dispute which could culminate in making of a reference by the Central Government to the Industrial Tribunal. But the Management chose to terminate the services of these workmen without regular Department Enquiry and without right of appeal to the Cantonment Board-Authorities. The action was taken by way of discharge simplicitor which is controlled by section 25-F of the I.D. Act which requires retrenchment compensation payment as a condition precedent to the termination of their services.

24. It is, therefore, held that the termination of services of both these workmen S. P. Juneja and Chirjiwan Singh was in violation of the provisions of section 25-F of the I.D. Act and both these employees are entitled to reinstatement and the order of termination of services must be held to be void ab initio.

25. However, in view of the Safdujung Hospital ruling being operative at the time when action was taken against S. P. Juneja the relief to be given to S. P. Juneja has to be modified.

26. In the case of Chirjiwan Singh he is ordered to be paid full back wages till the date of reinstatement. In case of S. P. Juneja he shall be paid back wages till the date of reinstatement minus, the dates when his services were terminated and the Supreme Court judgement in Bangalore Water Supply and Sewerage Board case was delivered, respectively. In other words S. P. Juneja shall be paid back wages only for the period 8-4-78 till reinstatement and not for the earlier date.

The Award is made accordingly.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Dated : June 15, 1984.

O. P. SINGLA, Presiding Officer
[No. L. 13012/3/77-D.II (B)]

New Delhi, the 5th July, 1984

S.O. 2263.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the industrial dispute between the employers in relation to the Management of Air India and their workmen, which was received by the Central Government on the 20th June, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-11 of 1982

PARTIES :

Employers in relation to the management of Air-India
AND

Their workmen.

APPEARANCES :

For the employer—Mr. Kaka Advocate.

For the workmen—Mr. M. B. Anchan, Advocate.

INDUSTRY : Railways STATE : Maharashtra

Bombay, dated the 24th day of April, 1984

AWARD

The Government of India, Ministry of Labour, by order L-11011(9)/81-D.II(B) dated 8th December, 1982 in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Air-India and their workmen in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Whether the action of the management of Air-India, Bombay in introducing night shift with effect from 1st May, 1981 for workmen working in Central Space Control; Old Airport Santacruz (East) Bombay, is justified ? If not, to what relief are the workmen concerned entitled ?"

2. The parties have settled the matter and have filed the settlement today. The settlement is signed by both the parties. I have accepted the settlement. Award in terms of settlement.

3. Award accordingly. No orders to costs.

R. D. TULPULE, Presiding Officer
[No. L-11011(9)/81-D.II(B)]

New Delhi, the 6th July, 1984

S.O. 2264.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay in respect of a complaint under section 33-A of the said Act filed by the Vice-President, Air Corporation Employees' Union, against the management of Air India Bombay, which was received by the Central Government on the 20th June, 1984.

BEFORE THE CENTRAL INDUSTRIAL TRIBUNAL AT BOMBAY

Complaint No. NTB-2 of 1982

(Arising out of Reference No. NTR-1 of 1980)

PARTIES :

Vice President, Air Corporation Employees' Union, Air India Region, Bombay Air-port, Bombay-400 029.
...Complainant
V/s.

(Arising out of Reference No. NTL-1 of 1980)
...Opponent

APPEARANCES :

For the complainant—Mr. M. B. Anchan, Advocate.

For the opponent—Mr. Rakesh Sawhney, Advocate.

INDUSTRY : Airlines

STATE : Maharashtra

Bombay, dated the 21st day of May, 1984

AWARD

This is a complaint filed by the complainant under Section 33-A of the Industrial Disputes Act, 1947.

2. The complainant had filed on 15-2-1984 a copy of the settlement in terms of which a compromise was taken place. The complainant, therefore, did not want to press the complainant and stated that it should be disposed of. At that time Mr. Sawhney for the opponent had taken time to consider whether the Guild should be made a party to this complaint. Later on the 24th February, 1984, Mr. Sawhney conveyed that he does not wish that the Guild should be joined as a party and orders may be passed on the complaint. Orders were not passed then for want of appointment of the Tribunal as the National Industrial Tribunal. Subsequently, now such a notification has been issued and I, there-

fore, proceed to pass the order. In view of the settlement filed by the complaint on the 15th February, 1984, between Air Corporations Employees' Union and Air-India the complaint is not pressed and, therefore, disposed off.

Award accordingly. No order as to costs.

R. D. TULPUKE, Presiding Officer
[No. L-11025(4)/84-D II(B)]
T. B. SITARAMAN, Under Secy.

New Delhi, the 27th June, 1984

S.O. 2265.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the State Bank of India, Region-II, Chandigarh, and their workmen, which was received by the Central Government on the 16-6-84.

BEFORE SHRI I. P. VASISHTI, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,
CHANDIGARH.

Case No. I.D. 149/84
AND

PARTIES :

Employers in relation to the Management of State Bank of India—Haryana.

Their Workman : Sh. Charanjit Mehta.

APPEARANCES :

For the Employers : Sh. V. K. Gupta.

For the Workman : Sh. J. G. Verma.

INDUSTRY : Banking. STATE : Haryana.

AWARD

Dated the 8th of June, 1984

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act 1947, per their Order No. L-12012/114/83/D.II(A) dated the 14th of December, 1983 referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of India, Region-II, Chandigarh in relation to their Hissar Branch in withdrawing Teller's Special Allowance, denying wages for the period of suspension from 8-8-80 to May, 81 to Shri Charanjit Mehta, Clerk and debarring him from any increments due, and pension benefits for the period of suspension, is justified ? If, not to what relief is the workman concerned entitled."

2. To trace a short history of the matter; the petitioner—workman was officiating as a Teller at Hissar Branch of the Respondent State Bank of India during the year 1978 to 1980. On 3-11-1978, an account holder Smt. Shakuntla deposited an amount of Rs. 200 in her S.B. Account and also handed over an additional amount of Rs. 100 to him for crediting the same in S.B. Account No. 236 of her minor daughter Alka, but the petitioner, did not account for the later amount of Rs. 100; however the same evening while adjusting the balance sheet and checking the Books, he realised the mistake and in a bid to cover up the error, destroyed the relative voucher even though it had already been posted in the ledger and the Day-Book. Similarly he was accused of having made a short payment of Re 1 on 12-2-1980 to one Smt. Jito, of S.B. Account No. 9326. It was further alleged that on 28-3-1980 Sh. P. C. Bansal, the Branch Cashier, withdrew an amount of Rs. 120 from his personal Account and the petitioner made him the payment without verifying that Shri Bansal did not have sufficient funds to his credit. Later on, the relevant withdrawal

form was replaced and an entry was made to show as if the amount was withdrawn from the account of Sh. R. L. Chadda; obviously the withdrawal form of Sh. Chadda was substituted for that of Sh. Bansal.

3. On detecting the aforesaid irregularities, Management placed the petitioner under suspension; served him with the following chargesheet and appointed Sh. S. P. Jain as the Enquiry Officer to look into the matter :—

Charge Sheet :

That "(i) while you were working as Teller at the Branch on 3-11-1978 one Smt. Shakuntla Sharma deposited the sum of Rs. 200 and Rs. 100 with you for credit of her savings Bank Account and Savings Bank Account No. 236 of her minor daughter Alka under her natural guardianship, respectively. You did not account for the sum of Rs. 100 which you found excess in your cash while balancing the same in the evening.

(ii) On the next day subsequent date, when the error was detected while balancing the clean Cash Book you destroyed the relative voucher of Rs. 100 which was already posted in the Ledger, day book; and thus tampered with the Bank's record by deleting the entry of Rs. 100 from your Teller's Receipt Book.

(iii) While you were working as Teller on 12-2-1980, one Smt. Jito, holder of Saving Bank Account 9326, presented a S.B. withdrawal form of Rs. 121 at the counter for payment, you paid her a sum of Rs. 120 (i.e. Re. 1 less to the amount) against the withdrawal of Rs. 121 and made wrong entry in your record for this purpose.

(iv) On 28-3-1980 Shri P. C. Bansal, Cashier at the Branch, encashed his Saving Bank withdrawal of Rs. 120 from you while working as Teller. You entered the particulars of this withdrawal such as account number, name and amount on your payment Register at serial No. 23 after making the payment. The said withdrawal form is not on record now although it was entered/posted in your payment Register, Day Book and Ledger account of Shri P. C. Bansal. The above entry in Teller's payment Register has been deleted by you and replaced by another entry of the same amount in the name of Sh. R. L. Chadda, after the withdrawal form for Rs. 120 in the name of Shri P. C. Bansal was replaced by withdrawal form in the name of Sh. R. L. Chadda. You have signed the replaced withdrawal form of Shri Chadda, Cashier at the Branch, in token of having made the payment inasmuch as you deleted and/or erased the name of S.B. Account of Shri Bansal with a view to conceal prevent creation of an overdraft in the Bansal's Saving Bank Account.

4. During the Domestic Enquiry the petitioner refuted all the allegations and propounded that Smt. Shakuntla, after depositing Rs. 200 in her own account, wanted to deposit an other Rs. 100 in the account of her minor daughter for which relevant voucher was prepared and entries made in the Register. But while tendering the amount, she realised that she was short of funds and thus no money was deposited in the account of her minor daughter; obviously even the short balance was taken away by Smt. Shakuntla herself.

5. As regards the withdrawal of Smt. Jito it was explained that there was a discrepancy in the amount of the proposed withdrawal written in words and figures, and since it was not clear as to whether she wanted to withdraw Rs. 121 or 120, therefore, he took up the matter to the officiating Manager Sh. R. D. Jakhar; and it was under latter's advice, instructions and guidance that the payment of Rs. 120 was made and duly entered in the Bank's register without causing any loss to either of the parties. Similarly replacement of the withdrawal form of Sh. P. C. Bansal by that of Sh. P. C. Chadda was also stated to be in order.

6. On completion of his proceedings, the Enquiry Officer exonerated the petitioner of charge No. 1; but all the remaining charges were partly sustained in the sense that there had been deletions of certain entries from the Bank-record even though no monetary loss was caused to anybody.

7. On the basis of the report of the Enquiry Officer, the Management held the petitioner guilty and withdrew him from the special Allowance post of the Teller. In the same

sequence he was deprived of the usual wages for the period of suspension i.e. from 8-8-1980 to May 1981 and debarred from any increments due and pensionary benefits for the aforesaid period. Feeling aggrieved, the petitioner raised an Industrial Dispute through his Union but it defied any amicable settlement despite the intervention of the A.L.C. (C); and hence the Reference.

8. As already mentioned, according to the petitioner he had acted in good faith for the maintenance of correct and upto date record, and that was how that the neither the Bank Management nor any Account-holder had suffered any monetary loss in any of the aforesaid incidents. He, therefore, prayed for setting aside of the impugned order in its entirety. On the other hand the Management would have us believe that the petitioner acted in a highly irresponsible and unbecoming manner in tampering with the Bank record. It was averred that even though the charge of monetary deflections could not be established in the departmental proceedings, yet his integrity had come under clouds and, as such, he did not deserve any indulgence from the Tribunal.

9. Since the pleadings of the parties were found to be fully covered under the terms of reference, therefore, they were called upon to lead evidence in support of their respective versions. Accordingly, the petitioner examined himself, whereas the Management felt contented with the production of the relevant documents pertaining to the Domestic Enquiry.

10. In view of certain admissions made by the Workman during the course of his deposition before the Tribunal, his representative was fair enough to concede that he had no dispute with the propriety of the domestic proceedings and validity of the findings of the Enquiry Officer. All the same, he was at pains to pray for an indulgent view on the point of sentence, particularly because of the bona-fide conduct of the petitioner in the matter of record-keeping. On the contrary the Ld. representative of the Management vehemently opposed the proposition because, according to him, there was a deliberate and calculatedly dishonest attempt to fiddle with the Bank Accounts even though, ultimately, the Workman might have made a fool of himself by acting in a manner which left him stranded exposed without any monetary benefit.

11. On a careful scrutiny of the entire material on records and hearing the parties, I am inclined to agree with the Ld. Representative of the Workman to a considerable extent that the peculiar circumstances of the case did not call for a severe sentence of the nature imposed on him, which, as a matter of fact, tantamounts to 'break-in-service'. The pertinent point is that there was only one charge of deflection, i.e. an amount of Rs. 100 belonging to Smt. Shakuntla which was allegedly tendered by her for crediting in the Account of her minor daughter Alka. However, during the course of domestic Enquiry, Smt. Shakuntla refuted the charge and agreed with the Workman's version that she had erred in submitting a voucher for the aforesaid deposit without caring to check up the requisite cash with her; and that when she realized the shortage of funds with her, she requested the petitioner to forget about the deposit in her daughter's account. To put it plainly, she denied having paid the disputed amount of Rs. 100 to the petitioner; and as such, there was no occasion to misappropriate the same. It was perhaps for this particular reason that he was exonerated of the charge even by the Enquiry Officer. So under these circumstances, his action in deleting the relevant deposit entry of Rs. 100 from the Tellers Receipt book could not be frowned upon.

12. As regards the payment to Smt. Jito, the Enquiry Officer himself sustained the view that there was a discrepancy in the proposed amount of withdrawal in the relevant Form because the figures depicted it to be Rs. 121 whereas in words it was projected as Rs. 120; the petitioner paid her the lesser amount of Rs. 120 but all the same, whatever payment was made to her, was correctly debited to her Account. Of course, in the 'Banks' cash-scrub an initial entry of Rs. 121 was made and in the ledger it was corrected to Rs. 120 on deletion, but the correction was necessitated by the confusion in the withdrawal form as to whether Smt. Jito wanted to draw Rs. 121 or 120.

13. In other words, it may be said that even though certain deletions were made in the Account books yet there was

no dishonest intention, and that was how that all of them were voluntarily authenticated by the petitioner and no loss was caused either to the Bank or the Account Holders in the transaction.

14. Similarly, the replacement of the withdrawal form of Sh. P. C. Bansal by that of Sh. R. L. Chadha was not as serious as projected by the Management. It appears that it was due to inadvertence, or at its worst, because of his negligence the petitioner posted the withdrawal form in the name of Sh. P. C. Bansal even though the money was drawn from the Account of Sh. R. L. Chadha. But as soon as the mistake was detected, the petitioner made the necessary rectification. His action may be criticised as wrong and erroneous from the technical aspect of a Book-keeper, but it would be going too far to call it dishonest. After all, neither the Bank nor any of the aforesaid persons suffered any loss or prejudice in the transaction.

15. On behalf of the Management it was argued that the petitioner acted illegally with a view to save one of his senior-colleague Mr. Bansal from the risk of overdraft. But the contention is devoid of force because, had it been so, he could not possibly do it without the connivance of Sh. R. L. Chadha. Surprisingly enough, neither Sh. Bansal nor Sh. Chadha was arrayed as his accomplice, they were not even examined by the Enquiry Officer. Hence, in the absence of any positive evidence, direct or circumstantial, it follows that even though the petitioner might have infringed upon the rigidity of the code of Conduct, yet he had no axe to grind, and certainly no intention to defraud the Bank or any of its Customers.

16. In short, there was nothing motivated in his conduct in any of the incidents and whatever deletions, cutting or corrections etc., were made by him in the Bank Records, were done in good faith rather than to draw any wrongful gain. I, therefore, feel that even a token punishment would suffice to meet the ends of justice. There is no denying the fact that his withdrawn from the post of Teller itself was quite punitive since it entailed a monthly loss of almost Two Hundred rupees.

17. Thus, to conclude with my aforesaid discussion on the limited available data and the points raised before me, on sustaining the Management's action in its pith and substance, I modify the impugned order of sentence and direct that even though the petitioner's withdrawal from the Special Allowance post of a Teller was justified yet its part debarring him from any increments due and pensionary benefits for the period of suspension was uncalled for and unjustified. Similarly the Management's action in denying him wages for the period of suspension from 8-8-1980 to May 1981 is also held to be harsh and excessive, hence, it stands modified to the effect that over and above the suspension allowance, the petitioner would be paid 25 per cent of his wages for the said period.

Award returned accordingly.

Chandigarh.

8-6-1984.

I. P. VASISHTH, Presiding Officer

[No. I-12012/114/83-D. II(A)]

New Delhi, the 28th June, 1984

S.O. 2266.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the industrial dispute between the employers in relation to the Union Bank of India, Bombay and their workmen, which was received by Central Government on the 20-6-84.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT BOMBAY

Reference No. GCIT-20 of 1981

PARTIES :

Employers in relation to Union Bank of India.

AND
Their Workmen

APPEARANCES :

For the employer.—Mr. R. S. Pai, Advocate.

For the workman.—Mr. J. G. Gadkari, Advocate.

INDUSTRY : Banking. STATE : Goa, Daman & Diu.
Bombay, the 22nd February, 1984

AWARD

The Government of India, Ministry of Labour, by order No. L-12012/55/80-D.II.A. dated 26th October, 1981, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Union Bank of India and their workman in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

“Whether the action of the management of Union Bank of India, Bombay, in relation to their Sangem Branch (Goa) in dismissing from service Shri Noe-1 Afonsa, Clerk, from 21-10-76 is justified ? If not, to what relief is the workman concerned entitled ?”.

2. The parties have settled the matter and have filed the settlement today. The settlement is signed by both the parties. I have accepted the settlement. Award in terms of settlement

3. Award accordingly. No order as to costs.

R D TIPULI, Presiding Officer
[No. L-12012/55/80-D. II. A]
N. K. Verma, Desk Officer

नई दिल्ली, 30 जून, 1984

अदेश

का० आ० 2267:—कलकत्ता पोर्ट इस्ट के प्रबंध तंत्र में सम्बद्ध नियोजकों और उनके कर्मकारों, जिनका प्रतिनिधित्व ज्वाइन्ट जनरल सेक्रेटरी, कलकत्ता पोर्ट श्रमिक यूनियन, कलकत्ता करती है, के बीच एक औद्योगिक विवाद विद्यमान है, और उक्त नियोजकों और कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के अधीन एक लिखित करार द्वारा उक्त विवाद को माध्यस्थम् के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थम् करार की एक प्रति केन्द्रीय सरकार को भेजी गई है;

अतः, अब उक्त अधिनियम की धारा 10-क की उपधारा (3) के उपवच्छों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थम् करार को, जो उसे 13 जून, 1984 को मिला था, प्रतिक्रिया प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों के नाम :

नियोजकों का प्रति- श्री डॉ. पालित, श्रम सलाहकार और निधित्व करने वाले : औद्योगिक सम्बद्ध अधिकारी, कल- कत्ता पोर्टस्ट्रॉ

कर्मकारों का प्रति-
निधित्व करने वाले

श्री पार्वती दास,
ज्वाइन्ट जनरल सेक्रेटरी,
कलकत्ता पोर्ट श्रमिक
यूनियन।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री एस० एम० दिखाने, मुख्य श्रमायुक्त (सेवा-निवृत्त), श्रम भंगालय, भारत सरकार, सिल्वर ओक, फ्लैट नंबर 2 बी०, 60 बी०, चिंमाई रोड, बान्द्रा वेस्ट, बम्बई-400050 के माध्यस्थम्, के लिए निर्देशित करने का करार दिया गया है।

(1) विनिर्दिष्ट विवाद ग्रस्त विषय : क्या 5 हल्दिया कर्णनावों, अर्थात् 2 इन्जिनों शाली अहल्या, द्रौपदी, कुन्ती, तारा और मन्दोदरी, जिनमें प्रत्येक इन्जन की क्षमता 760 बी० एच० पी० है और इस तरह प्रत्येक कर्णनाव की कुल क्षमता 1520 बी० एच० पी० है, से सम्बद्ध प्रथम श्रेणी के प्रमाणपत्र वाले लाइसेन्सधारी ड्राइवरों का मजदूरी संशोधन समिति के 900-1200 रुपये वाले बेनमान का दावा न्यायोचित है जब कि सभी कर्णनावों में मुख्य इंजीनियर प्रमारी इंजीनियर की तैनाती की गई है? यदि हां, तो किस तारीख में?

(2) विवाद के पक्षकारों का विवरण, जिसमें अंतर्वलिन स्थान ; का उपक्रम का नाम और पता भी नामित है।

नियोजकों की ओर से कल- कत्ता पोर्ट इस्ट, 15, स्टर्नैड रोड, कलकत्ता-700001. और उनके कर्मकार, अर्थात् लाइसेन्सधारी ड्राइवर, जिन का प्रतिनिधित्व कलकत्ता पोर्ट श्रमिक यूनियन 26, डॉ० सुधीर बसु रोड, कलकत्ता-700023 करती है।

(3) कर्मकार का नाम यदि वह स्वयं विवाद ग्रस्त है या यदि कोई संघ प्रश्नागत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम।

(4) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या

(5) विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या।

माध्यस्थ अपना पंचाट दो मास की कालावधि या इतने और समय के भीतर देगा, जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाए। यदि पूर्व बिंदु कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम् के लिए निर्देश स्वतः रद्द हो जाएगा और हम नए माध्यस्थम् के लिए बात-चीत करने को स्वतंत्र होंगे।

प्रकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले

ह० (डी० पालित)
श्रम सत्राहकार और औद्योगिक सम्बद्ध अधिकारी, कलकत्ता पोर्ट ट्रस्ट साक्षी

1. ह० -दिलीप कुमार मुखर्जी
2. ह० -अनिल कुमार दास
3. ह० -रामेन्द्र मोहन साहा

मध्यस्थ की सहमति

मैंने औद्योगिक विवाद अधिनियम, 1947 की धारा 10-के अधीन प्राप्त "ग" में कलकत्ता पोर्ट ट्रस्ट से सम्बद्ध नियोजकों और उनके कर्मकारों, जिनका प्रतिनिधित्व कलकत्ता पोर्ट श्रमिक यूनियन करती है, के बीच 11-5-84 को हुए करार की प्रतियो देख ली है जिसमें प्रकार उसमें वर्णित विवाद को मेरे माध्यस्थम् के लिए निर्देशित करने को राजी हो गए हैं।

मैं उक्त करार के अनुसार मध्यस्थ की सहमति देता हूँ।

ह० (एस० एम० दिखाले)
मुख्य श्रमायुक्त (सेवानिवृत्त)
[एन० 32025/1/84-डी-4 (ए)]
एन० के० वर्मा, डैस्क अधिकारी

New Delhi, the 30th June, 1984

ORDER

S.O.226/—Whereas an industrial dispute exists between the employers in relation to the management of Calcutta Port Trust and their workmen represented by Joint General Secretary Calcutta Port Shramik Union Calcutta.

And Whereas, the said employers and their workmen have by written agreements under sub-section (1) of Section 10-A of the Industrial Disputes Act 1947 (14 of 1947) agreed to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement;

Now Therefore in pursuance of sub section (3) of section 10A of the said Act the Central Government hereby publishes the said agreement which was received by it on the 13th June, 1984.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act 1947)

Between

Names of the parties :

Representing employer : Shri D. Palit Labour Adviser and Industrial Relations Officer Calcutta Port Trust.

Representing workmen : Shri Parbati Das Joint General Secretary Calcutta Port Shramik Union.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri S.M. Dikhale Chief Labour Commissioner (Retd.) Ministry of Labour, Government of India, Silver Ok, Flat No. No. 2 B, 60-B, Chimbai Road, Bandra West, Bombay-400050.

(i) Specific matters in disputes.

Whether the claim of the Licensed Drivers holding first class certificate attached to the 5 Haldia tugs namely Ahalya, Draupadi, Kunti, Tara and Mondodari having 2 engines the capacity of each engine of which in 760 BHP thus having a total of 1520 BHP for each of the tugs for the Wage Revision Committee's pay scale of Rs.900-1200 is justified inspite of the fact that there is Chief Engineer / Engineer-In-Charge posted in all the tugs. If so, from what date ?

(ii) Details of the parties to dispute including the name and address of the establishment or undertaking involved.

The employer in relation to the Calcutta Port Trust 15 Strand Road Calcutta-700001 and their workmen viz. Licensed Drivers represented by the Calcutta Port Shramik Union, 26, Dr. Sudhir Basu Road, Calcutta-700023.

(iii) Name of the workman in case he himself is involved in the dispute or the name

The Calcutta Port Shramik Union, 26, Dr. Sudhir Basu Road, Calcutta-700023.

of the Union, if any, representing the workmen or workmen in question.

(iv) Total number of workmen employed in the undertaking affected.

(v) Estimated number of workmen affected or likely to be affected by the dispute.

The arbitrator shall make his award within a period of two months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signatures of the parties :

Representing employer

Sd/-

(D. Palit)

Labour Adviser & Industrial Relations Officer, Calcutta Port Trust.

Representing workmen :

Sd/-

(Parbati Das)

Joint General Secretary, Calcutta Port Shramik Union.

Witnesses :

- (1) Dilip Kumar Mukherjee
- (2) Anil Kumar Das
- (3) Ramendra Mohan Saha

Consent of the Arbitrator

I have seen the copies of the Agreement signed in Form 'C' under Section 10A of the Industrial Disputes Act, 1947, between the employers in relation to Calcutta Port Trust and their workmen represented by Calcutta Port Shramik Union on 11-5-84, wherein the parties have agreed to refer the dispute mentioned therein for my arbitration.

I, hereby, give my consent to be the Arbitrator in terms of the said Agreement.

Sd/-

(S. M. Dikhale)
Arbitrator,

Chief Labour Commissioner (Retd).

[No. L-32025/1/84-D-IV(A)].

N. K. VERMA, Desk Officer.

New Delhi, the 30th June, 1984

S.O. 2268.—In pursuance of section 17 of the Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta in the industrial dispute between the employers in relation to the United Bank of India, Calcutta and their workmen, which was received by the Central Government on the 26th June, 1984.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CALCUTTA

Reference No. 61 of 1983

PARTIES :

Management of United Bank of India
AND
Their Workmen.

PRESENT :

Mr. Justice M. P. Singh Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. Anjan Chatterjee, Deputy Chief Officer with Mr. R. N. Majumder, Advocate.

On behalf of Workmen—Mr. M. M. Saha, Advocate with Mr. A. K. Mukherjee, Advocate.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12012/178/83-D.II (A) dated 27 December, 1983, the Government of India, Ministry of Labour and Rehabilitation, Department of Labour referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of United Bank of India, Calcutta in not relieving Shri Biswanath Chunder from his post as Head Cashier in college street Branch for a period of about nine months from 10-6-78 to 11-3-79 and thus preventing him from joining the post of Special Assistant is justified ? If not, to what relief is the workman concerned entitled ?”

2. The concerned workman Biswanath Chunder was the head cashier in the college street branch of the United Bank of India, Calcutta. He was selected as special assistant on 10 June, 1978. The selection was final subject to satisfactory work during the probationary period but he was not relieved from the post of head cashier for 9 months from 10 June, 1978 to 10 March, 1979 and he was thus prevented from joining the post of special assistant during the said period. The question is whether this action of the bank is justified, if not to what relief he is entitled. The claim is for arrears of special allowance (see Ext. W-1 and W-2), the same being the difference of head cashier to special assistant benefit. The main facts of the case are not in dispute. The willingness of Mr. Chunder to accept the post of special assistant was ascertained in January 1978 (Ext. W-6=W-31) for the purpose of including him in the panel. By letter dated 9 June 1978 (Ext. W-7=M-11) Mr. Chunder was offered the post of special assistant. His consent was asked for. He gave his consent in writing on 10 June 1978 and accepted the offer. But he was not relieved from his post for 9 months. He was ordered to hand over charge only on 10 March, 1979 to Nikunja Behari Saha and resume duty of special assistant from Monday the 12th March, 1979. He joined the post of special assistant on 12 March, 1979. His case is that he ought to have been immediately relieved from the post of head cashier soon after he accepted the offer on 10 June, 1978. It may be mentioned here that after the expiry of the probationary period, his case for confirmation was considered. He was confirmed on the post of special assistant on 12 September, 1979 (see Ext. M-12). Vacancy in the post of permanent special assistant had been caused by the retirement of Harkeso Saha.

3. Before dealing with the merit of the dispute I would like to mention that each party has examined one witness and so far as the documents are concerned, the union have filed 31 documents (Exts. W-1 to W-31) and the bank has

filed 12 documents (Exts. M-1 to M-12). But most of these documents prove only undisputed facts and they are not of much help in deciding the exact issue in question. Certainly they are relevant. The dispute period is 10 June, 1978 to 10 March, 1979 (11 March 1979 being Sunday) because that is the period during which he was not relieved from the post of head cashier. As already stated, by letter dated 9 June, 1978 Mr. Chunder was offered the post of special assistant with certain terms and conditions (Ext. W-7=M-11). The offer was accepted by him on 10 June, 1978. But he was not immediately relieved. He was asked to hand over charge of head cashier only on 10 March, 1979 by letter Ext. W-8. After handing over the charge he joined the post of special assistant on Monday, 12 March, 1979.

4. After 10 months of joining the post of special assistant he made written representation (Ext. W-1) on 4 February, 1980, after his confirmation as special assistant. He made another representation (Ext. W-2) on 28 February, 1980. He made further representation on 2-11-80 (Ext. M-2). He also sent reminders to the bank. In the representation he expressed grievances against the local management and also claimed arrears of special allowance for the period from 10 June, 1978 to 11 March, 1979. He applied to the Head Quarter of the bank to make enquiry into his case and for payment of the special allowance (Ext. W-3 dated 22 December, 1980). The bank made enquiry in the matter in 1981 (see Exts. W-24, W-25, W-27, W-28, W-29 and W-30). Ultimately the bank refused to pay (see Exts. W-11, W-12, W-13, M-5 and M-9). The bank gave reasons for not relieving him immediately. The reason given by the bank was that no suitable substitute was available for the permanent post of the head cashier, that the circumstances were beyond the control of the bank, that no junior clerk could do the job of head cashier and that it was in the exigencies of the service that Mr. Chunder could not be relieved (see Exts. M-1, M-7, M-9, MW-1 also, W-11, W-12, W-23, W-25, W-30 and also WW-1 Biswanath Chunder at page 3 of his deposition). The reason was also intimated to the union by letter 20 July, 1982 (Ext. M-10). The union have also filed some circulars (Exts. W-14, W-15). It also filed the policy decisions (Ext. W-16) for assessing the requirements of special assistant. The present dispute was raised by the union by letter dated 5 October, 1982 (Ext. W-18) written to the Regional Labour Commissioner. Failure report (Ext. W-19) was submitted to the government in 1983. Then this reference.

5. Learned counsel for the union contended that the concerned workmen after having been promoted to the post of special assistant had lost seniority of service by nine months in the rank of special assistant because he was not immediately relieved from the post of the head cashier. In my opinion there is no merit in the contention. It is not promotion. There is no increase in the pay. Only the amount of allowance is higher. The grade and scale is the same. As deposed to by MW-1 D. K. Basak "By doing special assistant's work the person remains as clerk. Though he may perform the special duty attracting special allowance he remains in the same grade and scale. It is not a promotion." I accept this evidence as correct. The contention is rejected.

6. It is next contended that the concerned workman lost monetary benefit for 9 months. In my opinion the contention is devoid of merit. One of the terms and conditions of appointment (vide Ext. W-7=M-11) was as under :

"You will be allowed the Special Allowance as applicable to the post the present rate of which is Rs. 91 per annum with effect from the date you take up the assignment at College Street branch. Your duties as Special Assistant will constitute the performance and discharge of additional duties listed for Special Assistant over and above the routine duties and function in the clerical cadre."

This term and condition was admittedly accepted by Mr. Chunder. Obviously he would be entitled to special allowance only from the date of performance of duties as special assistant. This condition is in consonance with the provisions of the Sastri and Desai awards as well as the relevant provisions of the bipartite settlements. It will be seen therefrom that the particular categories of workmen specified in the Sastri and Desai awards will be entitled to special allo-

wance only so long as they discharge the duties as listed in the Appendix of the settlement. Special allowance does not go with the selection for the post. It is payable only when the concerned workman occupies the post and discharges certain duties. The Sastri award was published in the gazette on 26th March 1953. Chapter X of this award deals with special allowance. The relevant paragraphs of this award, in this connection, are paras 161, 162, 164 and 165. In para 164(b) of this award, nine categories of employees are enumerated. 'Special Assistants' do not seem to be included therein. It is not necessary to refer to the details of this award. The Desai award was published in the gazette on 13 June, 1962. The relevant paragraphs of the Desai award are paras 5.220 to 5.225, para 5.231, para 5.235, para 5.236, para 5.282, para 5.284, para 5.286, para 5.287 para 5.288 and para 5.289. This award was made on many aspects and superseded the Sastri award. Chapter V of this award, inter alia deals with the question of special allowances. Paragraph 5.220 sets out that, "under the Sastri award separate scales of pay have been provided for members of the clerical staff and the members of the subordinate staff. Among the members of the clerical staff and of the subordinate staff there are various categories of workmen, wage differentials having been provided for different categories of workmen falling within the aforesaid two broad classes by special allowances. The scheme of the said allowances as given in the Sastri award is then noticed and it is stated that the Sastri Tribunal had not found it feasible to provide for diverse conditions obtaining in various branches of the bank where the volume of work differs to a considerable extent. In para 5.221 is set out what was provided by the Sastri Tribunal. In para 5.223 it is observed that the Labour Appellate Tribunal did not disturb the scheme of the Sastri award in connection with the special allowance. Para 5.224 takes note of the demand made by the workmen and notices that special allowances were claimed for 58 different categories of the workmen in the clerical and supervisory cadres.

Para 5.225 sets out the contention made on behalf of the Indian Banks Association. Para 5.232 notes that the Sastri award had been in operation for a long time and as a result of decisions given by Tribunals or otherwise the categories of persons entitled to special allowances under the Sastri award as modified could well be regarded as fairly settled. After noticing, in para 5.223 etc., the rival contentions of the employees and the managements of the banks, the Desai award in para 5.267 pointedly rejected the payment of special allowances to clearing clerks, court clerks, record keeper clerks, proof readers, stationery stock keepers and ledger keepers. Para 5.282 sets out the categories of the workmen and the amount of special allowance per month which such categories of workmen will get in A B and C banks. There are twenty categories of workmen mentioned therein. "Special assistant" is not mentioned therein. Para 5.285 states that special allowance prescribed in the preceding paragraphs of the award would be in supersession of those prescribed under the Sastri award as modified. Para 5.286 clarifies that special allowance was payable to employees who were workmen and continue to remain as such, even after the inclusion of the amount of special allowance to their wages. In para 5.287 it is stated that when an employee falls within more than one category, he will be entitled to receive the special allowance at the highest rate applicable to him. In para 5.288 it is noted that the banks urged that the special allowances granted under the award should be paid to the employees only when they were required to perform and when they in fact performed the special duties for the performance of which the allowances were prescribed. The banks also appear to have urged that such allowance should not become payable when a person is occasionally or casually asked to do some duty of the type attracting a special allowance. These contentions urged on behalf of the banks are dealt with by the tribunal in the same paragraph as follows :

"The special allowances which have been awarded are monthly special allowances. They are intended to compensate a workman for the performance of certain duties and the discharge of certain functions which constitute the normal part of the duties performed and the functions discharged by such person. They are not intended to be paid for casual or occasional performance of such duties or the casual or occasional discharge of such functions."

In para 5.289 the award states that a person will be entitled to a special allowance so long as he is in charge of such work or the performance of such duties which attract such allowance, and that a person asked to work temporarily in a post carrying a special allowance would be entitled to such special allowance for such period during which he occupies that post. The Desai award was followed by bipartite settlements. The first bipartite settlement is dated October 19, 1966, Chapter V deals with special allowances. 5.1 reiterates that the method of special allowance as adopted in the Desai award shall continue. 5.2 says that the special allowances shall be payable to the categories of workmen specified therein (clerical staff) for duties/responsibilities as listed in para 1 of Appendix B. It does not say that special allowance shall go only with the post. Paras 5.2 and 5.3 of the settlement superseded paras 5.282, 5.283 and 5.326 of the Desai award and laid down the posts which carried special allowance. No other portion of the Desai award was specifically superseded. 'Special Assistants' are mentioned in item. Para 5.6 provides that the special allowances prescribed above are intended to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. It reiterates that special allowance was not payable for routine duties but for special additional duties. Under para 5.7, 5.8 and 5.9 also special allowance is paid only for duties involving greater skill or responsibility. The additional duties and functions involving greater skill or responsibility which would entitle a workman to special allowance are more particularly enumerated for each category of workmen in Appendix B of the agreement. It is not necessary to discuss the provisions of the second bipartite settlement of 12 August, 1970 or the third bipartite settlement dated 1 August 1979. The same principle has been laid down in the Supreme Court case of 1976—I L.L.J. 90(SC). I am, therefore, of the opinion that special allowance in the present case is payable only when duties/responsibilities as enumerated in Appendix B are performed and not otherwise. Admittedly in the present case Mr. Chunder did not perform the duties of special assistant during the period of claim. He never occupied the post of special assistant during that period. He had not been assigned with the duty attracting special allowance. He was not required to do that job. His claim is not based on any provision of any award or of any of the settlements. It is baseless. He is not, therefore, entitled to any special allowance for that period.

7. The grievance of the concerned workman, however, is that he was not relieved from the post of head cashier and that was a wrong and malafide act of the management. Let us see, therefore, whether the action of the management in not relieving him from the post of head cashier for 9 months is justified. In my opinion it is justified. It is not in doubt that the management has the right to organise or reorganise its own business in any manner it chooses. It is not for the tribunal to tell the management as to how it should conduct its own business. In Royal Calcutta Golf Club v. Third Industrial Tribunal, 1960—I L.L.J. 464 (Cal) at page 467 it was observed :

"A person has the right to reorganise his business in any fashion he likes, for the purpose of economy or convenience, and no body is entitled to tell him how he should conduct his business. The only limitation is that he should do it bona fide and not for the purpose of victimizing his employees and in order to get rid of their services, which it would otherwise not be permissible. Provided, however, that he acts within these limits, it is not for the court or the tribunal to tell him how he should conduct his business."

The only limitation in this case therefore, is that the management should not act malafide or for the purpose of victimization or unfair labour practice. The admitted facts and circumstance of this case clearly go to indicate that the action of the bank in not relieving him was fair and just. By no stretch of imagination it can be called malafide. It is to be noticed that in January 1978 the willingness of Sri Chunder for the post of special assistant was ascertained (Ext. W-6).

The post was offered to him after about 5 or 6 months by letter dated 9 June 1978 (Ext. W-1=M-11). Sri Chunder accepted that offer. Then he was selected for the post of special assistant. After he was relieved from the post of head cashier on 10th March 1979 (see Ext. W-8) he was asked to join the post of special assistant on 12 March 1979 (11th March being Sunday). When he made representations on 4th February 1980 (Ext. W-1), on 28th February 1980 (Ext. W-2) and again on 2-11-80 (Ext. M-2) making allegations against the local management, the bank made enquiry from the local management as to why Mr. Chunder had not been relieved earlier. Exts. W-24, W-26, W-27, W-28 W-29 and W-30 are the exhibits showing that the bank made all possible enquiry about the fact of not relieving Mr. Chunder earlier. If there would have been any malafides on the part of the bank on such enquiry would have been made. The enquiry was made in the year 1981 on the basis of the representations filed in the year 1980. He had already been posted as special assistant in March 1979 and put on probation. Not only that, the bank has also given reasons for not relieving him. Ext. W-23 dated 14 February 1980 shows that the agent had written to the assistant general manager (personnel) that release of Sri Chunder from the cash department was delayed because his substitute could not be arranged by the head office and that he was released as soon as his successor joined the office. Ext. M-1=W-11 dated 21/28 November, 1980 goes to show that the circumstance were beyond the control of the bank and hence it was not possible for the branch authorities to make him special assistant in absence of his substitute during the period in question. Ext. M-7 dated 8 August 1981 which is a letter by the agent to the deputy chief officer of the personnel department also mentions that Sri Chunder could not be relieved from the cash department before his substitute joined the branch, because other senior cash clerks of the branch were not agreeable to take charge of the cash. Ext. M-9=W-12 dated 28 September 1981 is a direction made by the chief officer on the agent of the United Bank of India, College Street Branch to send information to Sri Chunder that he would not get special allowance because his substitute had not joined the branch and that no other senior cash clerk of the branch was agreeable to take over the charge of cash. Ext. W-25 also mentions the reason for not relieving him from the post of the head cashier. It says that substitute was not placed by the head office in time, that the next senior-most and dependable cashier also refused to accept the charge of head cashier. Ext. W-30 dated 25 November 1981 which is also a correspondence between the head office and the branch office of the bank states that Lakshman Pal and Ganapati Pal who were the old employees of the branch were requested to take charge of the cash as Sri Chunder was required to work as special assistant but both of them declined to take charge of cash for a long period. It further says that there were also a practical difficulty in giving Mr. Chunder special assistant assignment in the vacancy of permanent special assistant because by the time it was known that a special assistant was absent on any day, cash was opened by the head cashier Sri Chunder and the next senior-most clerk was naturally required to do special assistant's work. Another document Ext. M-10 dated 20th July 1982 is a letter to the general secretary of the union by the management stating that Mr. Chunder could not be relieved from the post of the head cashier because his reliever did not join and since the other two cash clerks next to him in seniority did not accept the temporary responsibility of the head cashier. WW-1 Mr. Chunder himself has said in his deposition that the stand of the management was that no junior clerk could do the job of head cashier and that it was in the exigencies of time. MW-1 D K Basak has deposed that if the head cashier starts work at 10 A.M. he could not be shifted at 11.30 A.M. for performing the duty of special assistant. He has further said that the question of release of the head cashier depends upon the substitute or the cash reliever, that it depends upon the movement of chain of the cash reliever or substitute as to how much time will take in relieving the head cashier.

8. Mr. Saha for the union argued that under clause 511 of the bipartite settlement of 1966 it was the duty of the bank requiring a workman to work in a post carrying special

allowance to ask him to do the work by order in writing. He pointed out that in the present case the bank did not make any order in writing asking any cash, clerk to accept the assignment of the head cashier in place of Mr. Chunder. That is so but only on this technical ground the entire facts as disclosed by the correspondence between the head office and the branch office above-said cannot be thrown out. A pragmatic view has to be taken.

9. Mr. Saha next submitted that a panel was prepared for officiating the post of head cashier as and when the need arose in the college street branch; that there were 19 cashiers including one head cashier and one cash-cum-general clerk out of which 14 cash clerks had been allotted duties in cash receiving section and cash payment section; that 4 cash clerks were in leave reserve of the cash department (including cash-cum-general clerk) and in this situation the next junior clerk could have assigned the job of head cashier. Mr. Chatterjee on the other hand submitted that a suitable substitute had to be traced out through procedural norms on permanent basis and it was not a question of asking some clerk to officiate for a few days as happens in the case of leave vacancy and that took some time. In my opinion the argument of Sri Chatterjee is fit to be accepted and it is accepted. Under the circumstances I think Mr. Chatterjee the deputy chief officer of the bank is right in arguing that the matter of finding out a suitable substitute by complying the procedural norms was a time consuming process. He rightly argued that the facts and circumstances of this case clearly prove that there was no malafides on the part of the management. He further submitted that even after selection it was not the right of the head cashier to be posted as special assistant as soon as the offer was accepted by him and that it was for the management to decide as to when it would be convenient to them to relieve Mr. Chunder. In my opinion his contention is sound. In the above circumstances I am of the opinion that the action of the bank in not relieving Mr. Chunder from the post of the head cashier for the period in question was fair and just and it was not malafide or for the purpose of victimisation or unfair labour practice. The contention of Mr. Saha must be repelled.

10. We may look at the matter from another angle of vision. Let us suppose that, there was going to be some monetary loss to Sri Chunder by not relieving him immediately but it cannot be denied that there existed the need of keeping an efficient hand on permanent basis for dealing with cash and of maintaining high standard of honesty in the post of the head cashier. Sri Chatterjee for the bank argued that there was transaction of crores of rupees in the college street branch and the post of head cashier was important from the view point of public service also. This fact was not disputed. Sri Chunder was thus discharging a highly responsible job. In that situation the two opposing interests, namely, the public interest and the individual interest had to be balanced and reconciled. The bank acted by keeping him for some time, that is, until a suitable substitute on permanent basis was traced out in the larger interest of the bank as well as of the public. In find nothing wrong in the policy of the bank in not relieving Mr. Chunder for the period in question. He was already getting allowance for holding the post of head cashier, though a lesser amount. There is no question of intentionally preventing him from joining the post of special assistant. He had no right to that post. There has been no infringement of any legal or contractual right. The delay was not deliberate nor unreasonable. It was fully justified in the circumstances of this case. It was in the exigencies of public interest. Hence the action of the bank was not malafide or arbitrary.

11. Sri Saha for the union next contended that a junior clerk could be asked to perform the work of special assistant during the leave vacancy of the special assistant only if the head cashier agreed but in this case the management had sent junior clerk to perform the said job without obtaining the consent of Mr. Chunder and hence the act was malafide. In the first instance this is not a matter for decision in the instant case. The reference does not require it to be decided. The reference is whether the act of not relieving him from the post of head cashier for the period of claim is justified. However, the point has no force

even on merit. MW-1 D. K. Basak has deposed that "Employees were allowed to join duties upto 1 and half hour after scheduled joining time in 1978. A clerk was allowed to sign attendance register upto 11.30 a.m., that was the maximum time. It was prevailing in all the branches. If a head cashier starts at 10 a.m. he cannot be shifted at 11.30 a.m. for performing the duty of special assistant, in other words he continued to work as head cashier. It is not possible to release the head cashier the day or the next day of the offer. It depends upon the substitute or the cash reliever". In Ext. W-30 dated 25 November, 1981, the manager of the branch has said that there was a practical difficulty in giving Sri Chunder the assignment in the vacancy of special assistant because by the time they came to know that the special assistant was absent on any day, cash would be opened by the head cashier (Sri Chunder) and the next senior most clerk had naturally to be required to do special assistant's work. The bank has pointed out this fact in para 7 of their written statement. There is thus no question of any malafide on the part of the management in not taking the consent of head cashier for sending a clerk junior to him to perform the job of special assistant when occasion arose during the period in question. In the present case the question is not whether any special assistant was available. Mr. Chunder had already been chosen as special assistant on permanent basis. The question is whether a suitable head cashier was available. The contention is rejected.

12. Next he urged that special allowance was payable under para 5.291 at page 146 of the Desai award and para 164 at page 50 of the Sastri award. In para 164 of the Sastri award set out two categories of employees which according to it deserved to be specially considered as fit for special allowances. In category(s) were graduates or holders of banking diplomas. It was recommended that two additional increments in the basic scale of pay for graduates and one increment for completing Part I examination of the diploma and another for Part II of diploma may be granted. The other category comprised for specified posts. Each post carried with it a lump sum payment by way of special allowance. Routine clerks were not included in either of the categories. Para 5.291 of the Desai award states that "whenever bank requires an employee to work in post carrying a special allowance it should be done by an order in writing to avoid any future controversy. It is thus clear that none of these provisions of the two awards helps the concerned workman for the purpose of getting special allowance in this case. In his cross-examination the concerned workman claimed special allowance under a settlement dated 14th August 1963 (Ext. W-14). But he could not point out any specific provision in Ext. W-14 that he would be entitled to special allowance even when he has not taken up the special assistant's assignment. He rather said that this agreement was arrived at on the basis of Desai and Sastri award and that there was no such provision in these awards.

13. To conclude my award, for the reasons already given is that the action of the management of the United Bank of India, Calcutta in not relieving Sri Biswanath Chunder from his post as head cashier in the college street branch for a period of about 9 months from 10-6-1978 to 11-3-1979 and thus preventing him from joining the post of special assistant is justified. It follows that the concerned workman is not entitled to any relief.

Dated, Calcutta,

18th June, 1984.

M. P. SINGH, Presiding Officer
[No. L-12012/178/83-D.II (A)]

S.O. 2269.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur (M.P.) in the industrial dispute between the employers in relation to the State Bank of India, Nagpur and their workmen, which was received by the Central Government on 21-6-84.

BEFORE JUSTICE SHRI K. K. DUBE (RETD.), PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) 52 of 1982

Employers in relation to the management of State Bank of India, Nagpur.

Versus

Their workman (Miss Irene Fletcher)

APPEARANCES :

Shri Puranik, Advocate, -for the workman.

Shri Modak, Advocate--for the Bank.

DISTRICT : Nagpur.

INDUSTRY : Banking

Date of Decision : 15th June, 1984

AWARD

This dispute concerns the termination of services of Miss I. P. Fletcher, a probationer in the services of the State Bank of India, Chhauni Branch, Nagpur. The Central Government in exercise of its powers under section 10 of Act, 1947 (14 of 1947), referred the following dispute for adjudication :—

"Whether the action of the Branch Manager, State Bank of India, Chhauni Branch, Nagpur in extending the period of probation of Miss Irene Fletcher, ex-clerk-typist by three months with effect from 8-2-81 and subsequently terminating her services with effect from 7-5-81 is justified ? If not, to what relief the workman is entitled ?".

2. Miss I. P. Fletcher was appointed as a Clerk on probation for 6 months with effect from 7-8-1980, by the State Bank of India, after duly complying with the provisions for recruitment of staff. The terms of appointment, inter-alia, included the following terms and conditions with which we are concerned in this case :—

- (i) that she was to be a probationer for 6 months which could be extended at the absolute discretion of the Bank by 3 months, if the work was not found satisfactory or was otherwise considered necessary by the Bank.
- (ii) the Bank could terminate her services during the period of probation on giving one month's notice or one month's pay in lieu thereof, and without assigning any reason for termination.

We are not concerned with other terms of the appointment in this case.

3. For appointment to the services in a Bank, as a rule, the incumbent is appointed on probation. Though the appointment is on a clear vacancy of a permanent post in the Bank, it is necessary that the Bank has an opportunity of seeing the merits of the service-holder before permanently absorbing him. The appointment as a probationer is much different from a temporary appointment as the probationer has substantial rights to be appointed to that post after the period of probation. The Bank has also the opportunity of knowing whether the person selected by them would be useful to them. After all during the selection they might not have the opportunity of knowing whether a person though intelligent was negligent or not above board. However, one thing is clear that a probationer is usually absorbed as a permanent employee if nothing is found against him during the probationary period. The Bank generally would be concerned in knowing whether they had committed a mistake in selecting such person at the first instance as the continuance of such person would be detrimental to the interests of the Bank, bearing in mind that the Bank carries on commercial activities.

4. On or about 6-12-1980 Miss Fletcher was served with a Memo, requiring her that she should improve and discharging her day to day work. The irregularities pointed out in her work were :—

- (1) that the demand drafts were not issued expeditiously.
- (2) that the demand drafts were not punched.
- (3) that writing of the amount in words required blocking after every word and this was not meticulously followed by her.
- (4) that in some cases, draft numbers were not recorded on the relevant draft-slip, and lastly,
- (5) it was stated that the duties allotted to her were for the day's work, yet typing work was kept pending and not cleared on the day to day basis.

5. Miss Fletcher gave a lengthy explanation Ex. W2 in reply to the above Memo. Referring to the first item of the Memo, she explained that the delay in the delivery of the drafts to the customers was not on account of her, but it was at the end where vouchers were prepared. She alleged that the management had not the correct analysis of the money with them. As regards items Nos. 2, 3 and 4, she seems to agree her in stake but defended herself by saying that in fact she did not know that the drafts required punching and the blocking of words. There was no manual or written instructions anywhere on which she could fall upon to know such things. In any case after the laches were pointed out they were never repeated and any mistake done earlier was in ignorance of the thing to be done in a particular manner. She then stated that the observations in the Memo stemmed mainly from the misconducted and hasty conclusions lacking in the administrative niceties in not appreciating that a person as fresh on herself in service could not be expected full knowledge of the procedure. Whenever any guidance was given and she was told to act in a particular manner she had done so without making any mistake and therefore in justification she could not be imputed any negligence in discharge of her duties. As regards the last item of the Memo, she stated that the work was allotted to her near about at the closing of the banking hours and naturally the allotted work would spill on the next day. This was due to lack of planning and proper assignment of work rather than any fault on her part. She pointed out that she was handling the clearing L.S.C., S.C.s and there were no complaints from those quarters. She stressed that the Memo should be withdrawn by the management as being without any foundation. An advance copy of the explanation was sent to the Additional Manager, Region II, State Bank of India, Nagpur. It is easy to see that this explanation had to infuriated the Manager.

6. On 18-12-1980 another Memo was received served on her pointing out that on 17-12-1980 she was playing carrom during the office hours. She gave a lengthy reply vide Ex. W4 to this. She admitted that she was playing carrom but that was after finishing her work and on an assumption that Bank was encouraging sport activities amongst its staff. The alleged playing of carrom was because of a tournament organised by the Bank officials. Here again she referred to the fact that she was newly recruited candidate and was not aware of the rules and regulations concerning every staff activity and action. She extended her apology saying that she had interpreted the policies of the Bank wrongly and involuntarily violated some of the rules.

7. On 13-1-1981, she received a third Memo. Which alleged that she was indulging in giving lengthy explanations and was prone to advise her superiors as to how they should perform their duties. Such attitude for a subordinate officer, could be nothing but insolence and violative of office discipline. Her forwarding of an advance copy to the Head Office was most improper. She was given an express warning to refrain from such things in future. On the same day, she received another Memo dated 13-1-1981 which stated that her performance of the duties was unsatisfactory and was violative of office discipline, and the Management had, therefore, decided to extend period of probation by 3 months with effect from

8-2-1981. The Memo. went on to advise her that her confirmation would depend upon how she improved in her conduct and efficiency in the work.

8. On 30-12-1980, Miss Fletcher applied for leave for a day as she was suffering from infectious cold and sore throat. This was refused by the Management by a letter dated 22-1-1981 on the ground that she was entitled to only 4 days' casual leave and this leave she had exhausted. By now Miss Fletcher had put in 4 months 22 days service in the Bank and according to the Management only 4 days casual leave could be given to her. Miss Fletcher alleges that leave to her had been maliciously refused and since she had to remain absent because of illness that day's salary has not been paid to her. This was because the Manager was annoyed with her. She was entitled to one day's casual leave in terms of the Sastry Award and the Bipartite Settlement.

9. We now come to the next Memo, Ex. W9 by which she was asked to explain the circumstances under which she had failed to deliver the drafts purchased by Shri K. P. Lal on 11-2-1981 and since the drafts had not been delivered to the purchaser, they ought to have been deposited in the custody of the bank Manager before she left office on that day. Miss Fletcher gave a long explanation in which she openly charged the Manager with malice towards her. She imputed that the two drafts had been surreptitiously removed from her drawer at the instance of the Bank Manager by some Peon who delivered them to him. The drafts could not from her drawer reach to the hands of the Manager unless they had been removed without her knowledge by the Peon who would have no interest in doing so except unless he was asked to do so by the Manager. After receiving the reply on 7-5-1981 by Ex. W11, the management terminated the services of Miss Fletcher. The termination letter stated that on the close of business on 7-5-1981, her services were terminated as she was no longer required by the Bank. A cheque for Rs. 680.74 Ps. being one month's salary and the emoluments due to her in lieu of notice, was sent to her. In local papers this termination was published and it appeared in one of the issues that Management had terminated the services of Miss Fletcher because her performance was unsatisfactory and because of the gross violation of office discipline. The workman union then took up Miss Fletcher's case before Assistant Labour Commissioner (Central) contending that her probationary period was illegally extended by 3 months and that the termination was illegal being malafide. It was also pointed out that a press note had been deliberately issued to harm her. The termination was nothing but victimisation. The termination read with the press note clearly cast a stigma on her career. Her stand had been that she had not resorted to sycophancy did not accept discriminatory treatment from the management and also raise her voice against charges which were discriminatory. In short, her case had been that the Management is annoyed with her for no good reason and she had paid the penalty for it. She also pressed a point that on 7-8-1980 she stood confirmed in services as her probationary period ended on 6-2-1981. On January 13, 1981, the Bank had extended her period of probation from 8-1-1981. But on 7-2-1981 she would be deemed to be confirmed. She also challenged that her termination was also illegal because before her services were terminated she had become a permanent employee and the conditions for removing a permanent employee have not been complied with.

10. The question that arise are, first, whether her period of probation had been extended vindictively and was malafide, secondly, whether the termination itself was malafide based on extraneous considerations, and thirdly, whether Miss Fletcher had become a permanent service-holder before termination and before her period of probation had been extended.

11. Though in terms of letter of appointment, the Management was vested with large and absolute discretion in the matter of extending the period of probation and similarly vested with the power to terminate the services at its discretion, the exercise of discretion was not subjective but had to be exercised objectively. This is necessarily so because otherwise it would defeat the norms laid by the Bank for recruitment by selection and tests. The discretion certainly could not be founded on whims and fancies or vindictively exercised. I have, therefore, to see whether the Management had been able to demonstrate in any manner that the discretion exercised by them was objectively justifiable? The Management had exercised this discretion on two occasions, first when they extended her period of probation and secondly when they terminated his services. In a matter before the Labour Tribunals, as the law stands today, the Management is permitted to lead evidence to prove the misconduct of the employees. It was, therefore, very easy for the management to have led such evidence and to lay all the material before the Tribunal from which they could persuade me to say that the discretion exercised by them was objectively done. Such an opportunity is invariably availed of by the Management and it appeared at one stage that the Management would lead evidence to prove Miss Fletcher's inability, unproficiency or her ill-temper and other bad qualities from which it would be possible to infer that it would not be in the interest of Bank to keep her. The Bank seems to have wholly missed this opportunity and has not cared to lay any such material before me. What we have, is the mere evidence of memos, served on her during her probationary period and replies thereto. Though the Bank has tried to meekly say in its written statement that her performance was not good, no material has come before me from which such an inference could be drawn. I have, already stated that the matter is not dependant on subjective satisfaction but had to be viewed objectively, in relation to the work and the merits of the Clerk concerned. I propose to examine these memos. and replies.

12. In the memo, dated 6/9/1980 (Exhibit W/1) served on her, it was pointed out that her work needed improvement and short comings and defaults were pointed out which were, that drafts were not being issued expeditiously, the same were not punched, the amount in words required blocking after every word and in few cases the draft numbers were not recorded in the relative draft slips. Then it was pointed out that she was not completing her day-to-day work allotted to her by the evening, and it was cleared on the subsequent day.

13. As to the first fault, Miss Fletcher denounced it in very strong terms. It was quite clear that she was not responsible for the delay in the issuance of drafts. The procedure for issuing the drafts was that first money was to be accepted and voucher prepared. This had taken most of the time. Miss Fletcher's work was merely to copy out the particulars given in the application on the draft to be issued. Her part certainly would not take much time and the accusation that she was delaying, was wholly misplaced and unwarranted. The other three lapses stemmed from ignorance but once the thing was told, the blocking and punching was regularly

done. She stated that there was no manual in the Bank on which she could fall upon to know every detail as to how the Draft was to be punched and amount in words blocked. In any case, when the said deficiencies were pointed out, they never reoccurred and it is not the case of the Management that these types of mistakes were repeated at any time afterwards by her. Miss Fletcher asserted that after she had known the mistakes, she never repeated them. This is bound to happen with every employee in the Bank as he is to learn many things. What has to be seen is whether the probationer had improved or not. Unless the Clerk was told to block the words or punch drafts, it is not expected that such things would dawn on her/him. The memo given was, therefore, of a routine type and probably not of much consequence. But it was viewed very seriously by her and her reply to his explanation is in major parts, most uncalled for. She attacked the Manager severely calling him inexperienced and lacking in proper judgment and being unfair. This naturally angered him and has created all the trouble for her. Her case is that the Management wanted her to withdraw the explanation which she refused. This of course, is her case from the very beginning, in the explanations, in the written statements, rejoinders and in the oral evidence. The Management in its rejoinder, tried to traverse these allegations but has not attempted to rebut specifically the allegations by filing an affidavit. The allegations of mala fide against the Manager have remained unanswered.

14 It has not been rebutted that the Managers Mr M M Soman and Mr Y A Aurangabdkar did not want her to withdraw replies to the memos, given by her. This is very important because the allegations are specific against them that the Managers wanted her to withdraw the reply as the same purported to show that the Branch Manager was in the wrong and had been seeking faults with Miss Fletcher when there were none. There is no evidence to show that she was delaying the drafts as alleged in the memo nor was her assertion found false when she stated that the work was being distributed to her nearly at the end of the day so that she could not finish the allotted work on that very day and it had necessarily to be completed on the next day. Therefore, as far as the first memo was concerned, there were some lapses, which she candidly admitted and apologised for the same. But as to the other allegations made against her, they were not true and the explanation of Miss Fletcher, therefore, has to be accepted as far as the first memo is concerned. There is, however, no denying the fact that this memo was written in a bad language and the insolent enough to have angered the Manager. In my opinion it is also established that Mr Soman and Mr Aurangabdkar both wanted that she should withdraw her reply but she had refused to do so.

15 We then come to the second memo in which it was stated that she was playing Carrom during office hours. This was accepted and she had apologised. She had, however, stated that the Tournament in which she was playing Carrom was organised by the officials of the Bank and she was under a wrong notion that she could play the Tournament during office hours. In any case, this single instance does not seem to be serious enough for the Bank to take strong action against her. It cannot be said that because of this the Bank would either terminate her services or extend her period of probation. On the other hand this points to light another aspect of the matter that the Management had been discriminatory insofar as she was served with the memos when two other persons who were also playing with her, were not similarly warned.

16 The third memo is about the explanation given by her (Exhibit W2) to the first memo. It was pointed out that such a letter was in gross violation of office discipline. She was not supposed to advise her superiors in regard to performance of their duties. I would also hold the view that such reply amounts to impertinence and impropriety. The Management taking exception to it had availed it as one of the grounds for extending her period of probation. So far as the other ground about unsatisfactory performance of official duties was concerned there was absolutely nothing against her nor did the Management try to give any cogent

evidence about the unsatisfactory performance of Miss Fletcher during the course of six months probationary period. Mr. Dwarika Nath Chitre who entered the witness box, had not been able to throw light on the unsatisfactory performance of duty by Miss Fletcher. On the other hand, she had been able to show that for four months there was absolutely nothing against her. The only witness examined for the Management admitted that he would not be able to say what material was before the Head Office when the letter dated 7-5-1981 was given by the Branch Manager to Miss Fletcher.

17 I have no hesitation in holding that as far as the actual performance of Miss Fletcher in discharge of her official duties was concerned, there was absolutely nothing against her when the Management terminated her services. No evidence has been adduced by the Management producing her confidants or as regards any other report against her that she was not doing her work satisfactorily. I have already said that the facts constituting unsatisfactory performance on the part of Miss Fletcher would have to be judged objectively to come to a conclusion that her performance was in fact bad enough as to merit termination of her services. The only fact that remained against her was that in the first explanation given by her, she was impertinent and insolent but this conduct of hers had been condoned when her probationary period had been extended. In fact, there was nothing even at that time against her except this solitary misconduct. Since her services were not terminated on the expiry of six months and had been specifically extended because of the explanation (Exhibit W-2) this cannot serve the Management any longer to terminate her services afterwards. It is essential in cases when mala fides are urged against the employer or superior officers that they are rebutted by filing affidavit. No such affidavit has been filed in this case and such officers have not entered the witness box. The other explanations to memos given by her, though worded in very strong language, cannot be said to be insolent or improper. For example when she accused the Manager of falsely involving her, as was done in the third memo it cannot be said that she was being insolent. She was within her rights to plead the truth and if she found that the Manager had been falsely involving her she had every justification to say so. Here again, she said that the Manager had gone to Mr Lal to persuade him to make a complaint against Miss Fletcher but he had refused. The Manager had no explanation to offer as to how the two drafts which he complained Miss Fletcher had lost were delivered to Mr Lal after lunch on the same day. Miss Fletcher's explanation seems to be wholly correct and convincing. Therefore her services could not be terminated on the strength of the conduct alleged against her in the third memo (Exhibit W-9) dated 12-2-1981.

18 Therefore to sum up the allegations levelled against Miss Fletcher I find that when her probationary period was extended nothing adverse could be alleged against her reply to Memorandum Ex W1 which is (Exhibit W2) which was definitely insolent and improper. As far as actual performance of work was concerned she seems to be intelligent enough to do the clerical work allotted to her. The Management was wholly justified in extending her period of probation on the ground that she had conducted herself in an insolent manner by giving her reply (W2) and sending advance copy thereof to the Head Office. Thereafter there is absolutely no substance in the management's contention that her performance was not satisfactory. There is no substance in the allegation made against her in Exhibit W9. The Management has not brought to the notice of the Tribunal any such fact from which it could legitimately be inferred that the performance of Miss Fletcher was unsatisfactory, nor was there anything against her conduct. Her replies to the other memos cannot be characterised as insolent impudent or impertinent. Therefore at the time of termination of service the Management had nothing before it as would show that the performance of Miss Fletcher was unsatisfactory. There are definite allegations against the Managers that they wanted her to withdraw her reply Exhibit W2 which she definitely refused to do. She also alleged malice against the Managers that they were harassing her and were discriminatory atleast when she had been asked to explain

for playing Carrom during office hours, the Management had not similarly warned the other officials playing with her. She had definitely alleged that the Managers were against her, she was always under pressure while she was discharging her duties. As far as the unsatisfactory performances of official duties was concerned, there is absolutely nothing against her nor has the Management tried to give any cogent evidence about the bad performance of Miss Fletcher during the course of extended period of probation. Mr. Dwarika Nath Chitre who entered the witness box, has not been able to throw light on the unsatisfactory performance of duties by Miss Fletcher. Unfortunately, when she had given reply to the first memo, it infuriated the Manager. In fact, the witness for the Management, as stated earlier, admitted that he would not be able to say what material was before the Head Office when the memo, dated 7-5-1981 (Exhibit W-11) was issued to Miss Fletcher. Therefore, when we come to think of the reasons for extending the period of probation, we have only this before us that she had given an insolent reply and sent advance copy of the same to the Head Office. In this, she had definitely accused the Manager besides mala fides towards her, also of being inexperienced and unfair towards her. The tone of the letter undoubtedly was bad which could be forgiven by only a rare saint. The Management it was bound to be infuriated by such an explanation and they could have even terminated the services of Miss Fletcher on this account. However, they appear to have condoned it and merely extended her period of probation. There is, therefore, an end of this matter so far as reply to Ex W-2 is concerned. We have only this against her that she had given impudent reply for which the Management extended her period of probation by three months. The Management however, did not prove anything against the unsatisfactory performance in work.

19. On 30-12-1980 Miss Fletcher had applied for casual leave for a day. She was not well and, therefore, she was compelled to ask for a day's leave. This was refused on the ground that she had already availed of four days' casual leave and no further leave was allowable to her. In terms of the Bipartite Settlement, casual leave was to be granted on pro-rata basis at the rate of one day for each completed month or part thereof. Therefore for the part of the fifth month having worked for 22 days, she became entitled to one day's casual leave, since she had rendered 4 months and 22 days' service on that day. She would be thus entitled to five days' casual leave and even if she had availed of four days' casual leave, the casual leave of the fifth day was wrongly refused to her. If there was no sick leave available, she ought to have been given casual leave which was due to her. The Management was not justified in treating the leave for that day on loss of pay. Nor is there any substance in the argument that her application did not mention that the leave be treated as casual leave. The Management knew that she cannot get sick leave during probationary period. Therefore, the only leave permissible to her could be the casual leave and if this was available to her, it should have been given to her. The Management may be wrong here but it cannot be said that it was done mala fide to harass her. This circumstance cannot aid to prove malice.

20. Coming to Exhibit W.9, dated 12-2-1981, Miss Fletcher was asked to explain the circumstances under which she had failed to deliver the two drafts purchased by one Shri K. P. Lal on 11-2-81. She has given a full detailed reply as regards these charges in her explanation. Her explanation is quite satisfactory. She had also stated in her evidence as to how she had been humiliated because of these drafts for no reason. She had clearly accused the Manager of cooking up cases against her and she alleged that Mr. Lal was approached thrice to make a complaint against her which he had refused. It is not necessary to repeat the entire thing taken out from her explanation as the Management did not adduce even an iota of evidence to refute what she said. therefore, the only inference is that there was absolutely no substance in the charges mentioned in the memo. I am also convinced that the two drafts could not have reached the Manager's hands except that they had been surreptitiously picked up from her drawer when she was not on her desk because of

either work in the Bank or for toilet. Therefore, at last when we come to the question of terminating her services, we find nothing against her. I have already stated that there is no material placed before me from which it could be inferred that her performance was unsatisfactory during 6 months or the extended probationary period. In fact, from the various replies, it would appear that she is quite an intelligent person though prone to overshoot by giving advice. In any case, if it is to be objectively judged, the Bank has completely failed to place before me such material from which her incompetence in discharge of duties could be concluded or any misconduct proved. There are no instances of negligence in the performance of her work. She is right when she says that the cause of her trouble had been her explanation and the Manager had been pressing to withdraw the same. Since she did not do so, she had to pay the penalty for that.

21. As far as the explanation (Exhibit W. 2) is concerned, it could not be taken into account for terminating the services. It had been condoned and had to be forgotten now. It was alright to punish her by extending the period of her probation by three months on account of that. But having paid the penalty, it was not open to the Management to terminate her services, on that score now. The Management was required to show objectively that it was not in the interest of the Bank to keep her in service because of laches on her part in performance of her duties or because she was insubordinate or insolent. To my mind, all her other explanations, given by Miss Fletcher, though couched in a strong language, could not be said to be insolent. If the Manager was unnecessarily trying to cook up charges against her, she was only pointing out his conduct. The Manager was not justified in falsely accusing her for misplacing the drafts of Mr. Lal. The termination of Miss Fletcher's services is, therefore, wholly unjustified.

22. We then come to the last point in the case. She was appointed on 7-8-1980. On 13-1-1981, the Bank issued a memo, extending her period of probation from 8-2-1981. Her contention is that on 7-2-1981, she stood confirmed and if she was confirmed on 7th, her probation could not be extended from 8-2-1981. The workman also relied on para 495 of the Sastry Award which is as under :—

"However, in case of persons whose work is not found to be quite satisfactory, during the said period but who are likely to improve and give satisfaction if a further opportunity is given to them, the period may be extended by three months provided due notice in writing is given to them and their consent in writing is obtained before the extension of their period of probation."

Under this term of settlement, the probationary period is to be extended when the work is not found satisfactory during the period of probation, or workman is not such, as is likely to improve and give satisfaction if further opportunity is given to him. It is then provided that the period may be extended by three months provided due notice in writing is given to the workman and his consent in writing is obtained before extending the period of probation.

23. The point therefore, that is urged is that the Bank while extending the period of probation of Miss Fletcher, did not give her notice nor did obtain her consent to this effect as required by the Sastry Award. The Settlement helps the workman insofar as it lays down the norm on the basis of which the period of probation could be extended. In the instant case the Bank had found that she had given an impudent reply during the period of probation but since she was likely to improve if opportunity was given to her, the period of probation could be extended. As regards the notice that seems to be only for the purpose of showing to the workman why his period of probation is being extended. Similarly, consent in writing of the workman is merely a directory provision as the Bank was extending the period of her probation to her advantage. No exception could be taken if her willingness and consent had not been obtained. If she did not want to go on extended period of probation, it was open to her to refuse and leave the service. In my opinion, the provisions as regards notice and consent are directory when they do not prejudice the workman. In the instant case, their non-compliance is, therefore, of no consequence and would not serve to vitiate the order as regards the extension of probation.

24. The period could be extended by three months. Thereafter, either the employee is permanently absorbed in the service or his services are terminated. Therefore, if after 9 months, i.e., the first six months and the extended period of probation of 3 months, the workman is continued, it certainly amounts to his confirmation in the service and if he is sought to be removed after-wards, the procedure required for removing a permanent servant would have to be followed. Her nine months ended on 6th of May and she stood confirmed on the 7th of May, 1981. It was, therefore, incumbent that the Bank had given three months' notice for terminating her services as in the case of a permanent employee.

25. In this view of the matter, since Miss Fletcher would be deemed to have been confirmed on her post on the expiry of the 9th month, her termination without following the procedure prescribed would amount to retrenchment, and such removal would at once be hit by the provisions of section 25-F of the Industrial Disputes Act. The Bank conceded that Miss Fletcher had worked for more than 240 days in the 12 months preceding her termination. There is also ample evidence as regards this. Therefore, the retrenchment having violated the mandatory provisions of section 25-F of the Industrial Disputes Act, would be void ab initio with the result Miss Fletcher would be deemed to be in service on the same post.

26. The termination is, therefore, not justified on the ground that Miss Fletcher's removal was not founded on the unsatisfactory performance of her work as alleged by the Management. It is not established that her performance was bad as would merit removal after the completion of probationary period. She has been removed because she has given a nasty explanation earlier in which she accused the Manager of being inexperienced and vindictive. The Management clearly condoned this and punished her by extending her probationary period. The extension of probationary period was therefore, justified. However the termination is not justified. She had been removed after a period of 9 months when she had already been confirmed and the procedure for removal of a confirmed employee had not been resorted to. Her removal would also amount to retrenchment and since there was no compliance of section 25-F of the Industrial Disputes Act, the retrenchment would be void ab initio, and she would be deemed to be in service.

ORDER

The termination of services of Miss Fletcher was not justified and she would be deemed to be in service. She would be entitled to the back wages along with all other benefits to which she would have been entitled but for the termination order served on her. She would also be entitled to costs of Rs. 200.

JUSTICE K. K. DUBE, Presiding Officer

[No. L-12012/192/81-D.II(A)]

S.O. 2270.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the Industrial Dispute between the employers in relation to the Bank of India Regional Office Lucknow and their workmen, which was received by the Central Government on the 23rd June, 1984.

BEFORE SHRI O. P. SINGH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 111/80

In the matter of dispute between :

Shri Aditya Shukla S/o Shri Ram Duley Shukla, President of Purwa Distt. Unnao through General Secretary, Bank of India Staff Union, Kanpur.

Versus

The Regional Manager, Bank of India, Lucknow U.P.
APPEARANCES :

Shri V. V. Mangalvedker—for the workman.
Shri Jagat Arora—for the Management.

AWARD

Central Government, Ministry of Labour vide Order No. L-12012/206/79-D. II (A), dated 10th October, 1980 made reference of the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of India, Regional Office, Lucknow in treating Shri Aditya Shukla Clerk-cum-Typist as on probation from 9-10-73 instead of from 7-8-73 the date of original appointment of the employee, is justified? If not, to what relief is the workman concerned entitled?"

2. The short question in this reference is whether Mr. Aditya Shukla, Clerk-cum-Typist should be accepted to be on probation w.e.f. 7-8-73 and not from 9-10-73.

3. Mr. Aditya Shukla was appointed on 7-8-73 for a period of two months. The Management's case is that the appointment was on account of temporary increase of work in the Purwa Branch of the Bank and he was given employment on sanctioning of a vacancy for the post of clerk-cum-typist which vacancy was sanctioned vide letter dated 29-10-73. However, Mr. Shukla was considered for being put on probation w.e.f. 9-10-73 as the regular vacancy has been sanctioned by the Head Office of the Bank even though his initial appointment w.e.f. 9-10-73 was in a temporary capacity.

4. The workman's case is that the selection against permanent post is irrelevant and that paras 20.7 and 20.8 of the Bipartite Settlement dated 19-10-66 operate to vindicate his case. These paras are as under :

"Para 20.7

In Supersession of Paragraph 21.20 and sub-clause (c) of paragraph 23.15 of the Desai Award. 'Temporary employee' will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman.

Para 20.8

A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of 3 months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period."

5. The difficulty with the workman is that he cannot be accepted to be in employment after 6-10-73 even if 5th, 6th and 7th October 1973 were holidays. His employment could not extend beyond 6-10-73 because it was temporary employment for two months.

6. It is not possible to ignore a break in his service because giving him probation from earlier date can affect the seniority of other employees and is not a question which concerns this workman alone.

7. I am clearly of the opinion that the terms of the Bipartite settlement quoted above do not help the workman because he was not eventually selected for filling up a vacancy which was a permanent vacancy, and he was not

appointed on account of temporary increase in work of permanent nature.

8. It is the lack of continuity in his service which offends against the idea of starting his probation w.e.f. 7-8-73 and under the circumstances the Management cannot be directed to treat this workman as on probation w.e.f. 7-8-73 and the action of the Management in treating him as on probation w.e.f. 9-10-73 is legal and justified. The Award is Dated : June 21, 1984.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Date : June 21, 1984.

O. P. SINGLA, Presiding Officer
[No. L-12012/206/79-D.II(A)]

New Delhi, the 4th July, 1984

S.O. 2271.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. I Bombay in respect of complaints under section 33A of the said Act filed by the workers of State Bank of India, Nagpur which was received by the Central Government on the 26th June, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Complaint No. CGIT-2 of 1982

(Arising out of Reference No. CGIT-9 of 1982)

PARTIES :

State Bank Workers' Organisation, Arun Bhavan, Temple Bazar Road, Sitabuldi, Nagpur-440012
...Complainant

V/s.

The Chief Regional Manager, State Bank of India, Regional Office, Nagpur.
...Opponent

APPEARANCES :

For the complainant—P. V. Gade, Regional Secretary.

For the opponent—Mr. A. A. Khan, Representative

INDUSTRY : Banking STATE : Maharashtra
Bombay, dated the 21st day of May, 1984

ORAL AWARD

This is complaint filed by the complainant under Section 33-A of the Industrial Disputes Act, 1947.

2. Mr. Gade for the complainant says that the matter has been settled and arrears have also been paid to the concerned workmen and, therefore, this complaint is not pressed. Mr. Khan for the bank confirms the settlement. The complaint, therefore, is disposed of without any order in view of the settlement.

3. Mr. Gade presses for costs for attending on the 28th of April, 1984, and which date the bank merely sent a telegram. The grievance seems to be quite genuine since the bank was not going to appear and was merely praying for adjournment to inform about this settlement the organisation could have avoided the expenses of coming to this Court, if the matter was going to be adjourned and the Bank could have reasonably fairly informed them which it did not.

4. When the date was fixed on the 17th April it was indicated and as the order sheet shows of the 17th April that the bank's head office was to communicate its decision on the suggestion made by the Tribunal about the settlement. The matter was fixed for 28th April not for recording evidence or trial, but to ascertain as to what was the situation with regard to the bank's approving the suggestion. It appears that subsequently the bank has agreed to the suggestion

and even effected the payment. In the circumstances, I do not think that any costs should be awarded for the adjournment. As regards costs of the complaint I think in the interest of cordiality and good relations of the parties no costs should be awarded.

5. Award according No order as to costs.

R. D. TULPULE, Presiding Officer
[No. L-12025/10/I/83-D.II(A)]

S.O. 2272.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. I, Bombay in respect of complaints under section 33A of the said Act filed by the workers of State Bank of India, Nagpur, which was received by the Central Government on the 20th June, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Complaint No. CGIT-2 of 1982

(Arising out of Reference No. CGIT-28 of 1981)

PARTIES :

K. N. Raut, C/o. State Bank Workers' Organisation, Arun Bhavan, Temple Bazar Road, Sitabuldi Nagpur.
...Complainant

V/s.

The Chief Regional Manager, State Bank of India, Regional Office, King's Way, Nagpur.
...Opponent

APPEARANCES :

For the complainant—Mr. S. P. Chaudhari, Vice President, State Bank Workers' Organisation.

For the opponent—Mr. A. A. Khan, Officer-in-Charge Disciplinary Cell.

INDUSTRY : Banking
Camp : Nagpur

STATE : Maharashtra

Nagpur, dated the 8th day of March, 1984

AWARD

This is a complaint filed by the complainant, K. N. Raut, under Section 33-A of the Industrial Disputes Act, 1947.

2. The complainant wants to withdraw the complaint. The complaint is allowed to be withdrawn. Hence, disposed of Award accordingly.

R. D. TULPULE, Presiding Officer
[No. L-12025/10/I/83-D.II(A)]
N. K. VERMA, Desk Officer

New Delhi, the 27th June, 1984

S.O. 2273.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the Industrial Dispute between the employers in relation to the management of Madhuband Colliery of Messrs. Bharat Coking Coal Limited, PO Nawagarh, Distt. Dhanbad, and their workmen, which was received by the Central Government on the 19th June, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 97 of 1982

In the matter of an Industrial Dispute under S.10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Madhuband Colliery of Messrs. Bharat Coking Coal Limited, Post Office Nawagarh, Distt. Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers.—Shri B. Joshi, Advocate.

On behalf of the workmen.—Shri B. Lal, Advocate.

STATE : Bihar INDUSTRY : Coal
Dhanbad, 14th June, 1984

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(113)/82-D.III(A), dated the 20th August, 1982.

SCHEDULE

"Whether the demand of the workmen of Madhuband Colliery in Barora Area No. I of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad for payment of full back wages for the period of idleness from 20th April 1978 to 25th March 1981 to Shrimati Udasi Kamin overburden Removal Worker is Justified ? If so, to what relief is the workman concerned entitled ?"

The case of the workmen is that the concerned workman was pre-maturely retired w.e.f. 20-4-78 on the illegal ground that her age was 56 years on 29-3-75 and as such she had completed 60 years on the date she was retired. Smt. Udasi Kamin challenged her illegal retirement before the management. After a long fight she was sent by the management to the Medical Board for determination of her age. The medical board determined her age as 49 years on 13th October, 1980. She was not allowed to resume her duties even after the determination of her age by the Medical Board which was constituted by the management and she was kept idle without any wage or other benefits. After a great pressure and persuasion by the union, the management ultimately allowed her to resume her duties from 28th March, 1981. After she resumed her duties from 28-3-81. After she resumed her duties she demanded wages for the period of her idleness. The management took a plea that before allowing her to resume duties there was a settlement between the management and Smt. Udasi Kamin that she would not claim for the back wages and other dues. Smt. Udasi Kamin denied that she had entered into any settlement with the management agreeing not to claim her back wages and other dues. The management is guilty of unfair labour practice and creating a ghost settlement in order to deprive her of legitimate dues. The management had never explained to Udasi Kamin that she was required to enter into a settlement before she would be taken in the service and she was asked to put her LTI on a plain paper. She is an illiterate lady and she did not understand the purpose of taking her LTI by the management. The workman have demanded that Smt. Udasi Kamin should get back wages and other dues w.e.f. 20th April 1978 till 27th March, 1981. There was never any settlement under the Industrial Disputes Act, 1947. The union was never informed that Smt. Udasi Kamin had entered into settlement.

The case of the management is that the concerned lady Smt. Udasi Kamin was Over burden remover and she had declared her age as 56 years on 31st January, 1973 which has been recorded in Form B Register of the Colliery. She completed 60 years of age by the time she was retired w.e.f. 20th April, 1978. The particulars are entered in Form B Register on the basis of the declaration made by the workman as it is authenticated by the concerned workman by putting his/her signature or LTI thereon. The entries in the Form B Register are presumed to be correct and binding both on the workmen as well as on the management. The concerned lady was superannuated on the basis of the entry of her age made in Form B Register which is binding on her. After her retirement she represented before the management that her age recorded in Form B Register was not correct and that she had declared her age incorrectly due to her ignorance and that her age should be determined by the Medical Board. The management agreed to her request provided she would abide by the age determined by the Medical board and she would not claim wages for the intervening period in case the age is determined in her favour and also that the management will be at liberty to accept or not to accept

the age determined by the Medical Board. She accepted the conditions and thereafter the management got her examined by the Medical Board. The medical board declared he age as 49 years on 13th October, 1980. After considering all the aspects the management entered into a formal settlement on 27th March, 1981 with the concerned lady in presence of several witnesses who were her co-workers and she was allowed to resume her duties in terms of the said settlement. The concerned lady had entered into a settlement with her own accord and after fully understanding the contents of the settlement. The concerned lady had agreed that she would not claim her wages for the period from 20th April, 1978 to 27th March, 1981 and the said period was treated as leave without pay. It is submitted on behalf of the management that in face of the said settlement, it is clear that the concerned workman realised her own mistake in declaring her incorrect age and as such she did not claim any wages for the idle period. It is further submitted that the demand of union is illegal, unreasonable and unjustified and that the concerned lady is not entitled to any relief.

The only question to be determined in this reference is whether the concerned lady Smt. Udasi Kamin is entitled for the payment of full back wages for the period of her idleness from 20th April, 1978 till she resumed her duties on 28th March, 1981.

It will appear from Ext. W-3 dated 25th January, 1982 which is a letter written by the Manager of Madhuband Colliery to the ALC(C), Dhanbad that she was superannuated on 20th April, 1978 as per entry of age in Form B Register and that after her superannuation she contested before the management that her age actually was much less than the age recorded in the Form B Register sometime in 1980. It is further stated that as per JBCCI circular the age as recorded in Form B Register and Provident Fund Records were verified and it transpired that as per Form B Register her age on 29th March, 1973 was 56 years and in P.F. records her age was 35 years as on 3rd January, 1974 and that as there was variation of age recorded in both the above records she was sent to Medical Board for the assessment of her age. It is further stated in this letter that the Medical Board assessed her age to be 49 years on 29th October, 1980 which was intimated to Smt. Udasi Kamin. It is further stated that before allowing her on duty a settlement was made with Smt. Udasi Kamin on 27th March, 1981 by which she agreed that she would not claim wages for the period of her absence. In the end it is stated in Ext. W-3 that as the management acted immediately by sending her to Medical Board and allowing her to join duties as per advice of the Medical Board, there is no merit in the dispute raised by the Union. The said letter states different facts from the facts stated in para 8 and 9 of the W. S. of management filed in this case. It is stated in para 8 of the W. S. of the management that the management had agreed to concede to the request of Smt. Udasi Kamin for the determination of her age by a Medical Board provided she would abide by the age determined by the Medical Board and she would not claim wages for the intervening period in case her age is determined in her favour. This case of the management in para 8 of the W.S. that she was sent to Medical board for determination of her age only when she had agreed that she would not claim for wages for the intervening period do not find support from the contents of Ext. W-3. Even the two witnesses examined on behalf of the management have not stated that Smt. Udasi Kamin had agreed that she would not claim back wages before she was sent for determination of her age by the Medical Board. What it appears from Ext. W-3 and the evidence of MW-1 and M-2 is that after the assessment of the age of Smt. Udasi Kamin by the Medical Board she approached for allowing her to join her duties and that she entered into a settlement with the management that she would not claim back wages and other benefits. The facts stated in para 8 in the W.S. of the management that Smt. Udasi Kamin had agreed that she would not claim her back wages prior to her being sent to the Medical Board for determination of her age is supported by no evidence on the record and it appears that the management's averments in para 8 of their W.S. is not correct.

The case of the management is that the concerned lady had entered into an agreement by which she had agreed to

forgo the back wages for the period of her idleness and accordingly she is not entitled to the claim of her wages for the idle period. Ext. M-1 is the settlement dated 27th March, 1981 arrived at between the management and Smt. Udasi Kamin. The case of the concerned lady is that she had not entered into any agreement with the management that she would not claim her wages for the idle period and that she was never explained that she was required to enter into a settlement. In her evidence also she had stated that she did not give to the management anything in writing stating that she would not claim wages for the period of her idleness. WW-1 Shri Ram Ayodhya Singh is the General Secretary of Coalfield Labour Union. He has stated that Smt. Udasi Kamin was a member of his union and that on his representation she was sent for medical examination. He has further stated that the management on discussion with the union agreed to pay the wages of the period of idleness and that in the next meeting with the management it was reported that the earlier decision has been implemented. He has further stated that the concerned workman reported him that she has been given the work but back wages of her idle period has not been given to her and as such she raised an industrial dispute. He has exhibited the minutes of discussion signed by the representative of the management which is Ext. W-1 in this case. It will appear from Ext. W-1 that the union's demand in item No. 2 was regarding giving duty to Smt. Udasi Kamin and payment of forced idleness period from 20th April, 1978 till date and it appears from the notes against this item that the same was implemented. The discussion between the representative of Coal Field Labour Union and the management as held on 16th March, 1981. It is clear from this Ext. W-1 that the management had implemented regarding the union's demand for giving duty to Smt. Udasi Kamin and payment of forced idleness period from 20th April, 1978 till date. From Ext. W-1 it appears that the management had agreed to take Smt. Udasi Kamin on duty and also to pay for the period of her idleness from 20th April, 1978. After this agreement between the management and the union it is stated that the concerned lady entered into an agreement on 27th March, 1981 by which she had agreed not to claim for her back wages. When the matter was already decided between the management and the union's representative on 16th March, 1981 vide Ext. W-1, I do not understand why the concerned lady would agree to forgo the claim of her wages for the idle period. Admittedly, the concerned lady is illiterate and it appears that the management had tried to take the advantage by taking her LTI on the settlement. It is stated by MW-1 and MW-2 that she had given her LTI in presence of her co-workers after she had understood the contents of the settlement but none of those co-workers have been examined in this case to show that the concerned lady had given her LTI on Ext. M-1 after fully understanding the terms contained therein. When the management had resolved in the discussion held on 16th March, 1981 to implement the union's demand regarding giving duty to Smt. Udasi Kamin and payment of her wages of the period of her idleness, it appears very likely that the management tried to obtain a settlement from the concerned lady who is an illiterate lady in the absence of union which had represented her in respect of her demand. It will appear from Ext. W-3 that Smt. Udasi Kamin was allowed to join her duties as per advice of the Medical Board and as such there was no question of giving her employment on the conditions that she would forgo her wages for the period of her idleness. Ext. W-2 is the letter of representation dated 22nd April, 1981 filed on behalf of the concerned lady for the wages of the period of her idleness. It will appear from this Ext. that on 26th March, 1981 she had gone to the authorities for joining her job when the authorities took her LTI on a plain paper before directing her to join her duty. It is further stated in this that when she asked the authorities for the payment of wages of the period of her idleness, the authorities told her to first join her duty and her wages will be given later on. She has explained in the said Ext. the circumstances under which her LTI was taken by the authorities. This letter was written within a month of her joining the duties and there appears to be no reason why she would have claimed for the wages of the period of her idleness when she had arrived at a settlement with the management that she would not claim for the wages of the period of her idleness. The fact and circumstances that the concerned lady is illiterate, that none of the co-workers named as witnesses on Ext. M-1 have been examined, that the union which had made demand on behalf of the concerned lady for taking her in service and payment of her wages for the idle period was not asked to participate in the settlement, that the man-

agement had agreed to implement the union's demand of giving duty to Smt. Udasi Kamin and payment of wages for the forced idleness period from 20th April, 1978, will appear that show that the settlement Ext. M-1 arrived at between the management and the concerned lady was not arrived at within full understanding of the concerned lady. When the management had agreed to send the concerned lady to the Medical Board for assessment of her age in view of the fact that there was difference in the recording of her age in the Form B Register and P.F. Records, it was imperative on the part of the management to accept her age as assessed by the Medical Board and there was no reason as to why the management should have refused the payment of wages for the period of her idleness specially when she had challenged the correctness of recording of her age in Form B Register and was ascertaining her age as recorded in the P.F. Records.

Taking the entire facts, evidence and circumstances of the case into consideration, I hold that the demand of the workmen for payment of full back wages for the period of the idleness of the concerned lady Smt. Udasi Kamin from 20th April, 1978 to 27th March, 1981 is justified and as such the management must pay all the back wages and the other benefits to her for the period of her idleness.

This is my Award.

J. N. SINHA, Presiding Officer
[No. L-20012(113)/82-D.III(A)]

New Delhi, the 28th June, 1984

S.O. 2274.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Junkundar Open Cast Project of M/s. Bharat Coking Coal Ltd., Chanch Victoria Area No. XII, Begunia, P.O. Barakar, (Burdwan) West Bengal, and their workmen, which was received by the Central Government on the 21st June, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the
Industrial Disputes Act, 1947
Reference No. 24 of 1982

PARTIES :

Employers in relation to the management of Junkundar Open Cast Project of Messrs Bharat Coking Coal Ltd., Chanch Victoria Area No. XII, Begunia, Post Office Barakar (Burdwan).

AND

Their Workmen.

PRESENT :

Mr. Justice Manoranjan Prasad (Retd.), Presiding Officer.

APPEARANCES :

For the Employers : Shri G. Prasad, Advocate.

For the Workmen : Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 15th June, 1984

AWARD

The Central Government in the Ministry of Labour has, by Order No. L-20012(385)/81-D III(A) dated, the 27th February, 1982, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Junkundar Open Cast Project of Messrs Bharat Coking Coal

Ltd., Chanch Victoria Area No. XII, Begunia, Post Office Balakar (Burdwan), West Bengal in terminating the services of Sarvashri Jhari Noonia, Sukhlal Bhuiya, Sabaran Rajwar and Dasrath Bhuiya, Miners/Loaders, with effect from the 18th March, 1976 is justified? If not, to what relief are the workmen concerned entitled?"

2. The case of the management is that the concerned workmen Jhari Noonia, general mazdoor and Sabaran Rajwar bailing mazdoor were both suffering from defective vision and were unfit to work. They were both medically examined and were found suffering from defective vision and unfit to work and as such their services were terminated with effect from 18-3-1976. The termination of their employment for physical defect is covered by the exception provided in clause (c) of section 2(oo) of the Industrial Disputes Act, 1947 and it does not amount to their retrenchment. So far as the concerned workmen Sukhlal Bhuiya, miner, and Dashrath Bhuiya, pump khalasi, are concerned both had tendered their resignations voluntarily of their own accord which were accepted by the management on 26-7-76 and 5-10-76 respectively and communicated to them and the date of alleged termination of their employment as mentioned in the order of reference is incorrect. All the above named four concerned workmen have also accepted their full and final payments including gratuity and have also withdrawn their provident fund accumulations under the Coal Mines Provident Fund Act and scheme framed thereunder. The present dispute was raised sometime about the first week of June, 1981 after a long gap of about five years from the termination of their employment in the year 1976 and hence the reference is bad on this ground also as it suffer from delay and laches. On these grounds the contention of the management is that their action in terminating the employment of the concerned workmen Jhari Noonia and Sabaran Rajwar on medical grounds because of their defective vision with effect from 18-3-1976 and accepting the resignations of the concerned workmen Sukhlal Bhuiya and Dasrath Bhuiya with effect from 26-7-76 and 5-10-76 respectively is fully justified and they are not entitled to any relief whatsoever.

3. The case of the concerned workmen, on the other hand, is that they had been working as permanent miner/loader since long with unblemished records of service. During the period of emergency the management terminated their services with effect from 18-3-76 illegally, arbitrarily, whimsically and against the principle of natural justice. Thereupon they represented before the management several times for allowing them to resume their duties and every time they were assured by the management for favourable decision and on the assurance of the management they waited patiently for a long time but ultimately the management informed them orally about their inability to reinstate them with full back wages. Seeing the anti-labour and vindictive attitude of the management the sponsoring union raised an industrial dispute on behalf of the concerned workmen before the Asstt. Labour Commissioner (C), Dhanbad, but the conciliation proceeding ended in failure due to the adamant and false stand of the management. During the conciliation proceeding the management's defence was that the services of the concerned workmen Jhari Noonia and Sabaran Rajwar were terminated on the ground of medical unfitness and the concerned workmen Sukhlal Bhuiya and Dasrath Bhuiya had resigned their services voluntarily. The sponsoring union vehemently challenged the false, mischievous, and motivated defence of the management and requested the conciliation officer to ask the management to produce certain items of documents but the management miserably failed to produce the same. Failure of the conciliation proceeding resulted in the present reference. Neither the concerned workmen Jhari Noonia and Sabaran Rajwar were examined by any Medical Board or declared medically unfit nor the concerned workmen Sukhlal Bhuiya and Dashrath Bhuiya had ever submitted any resignation letter and their services were terminated without complying with the mandatory provisions of section 25F of the Industrial Disputes Act, 1947 though they had put in more than 190/240 days attendance in each calendar year before termination of their services. On these grounds their contention is that the termination of their services by the management was illegal and void ab initio and they are entitled to be reinstated with full back wages.

4. Three witnesses have been examined on behalf of the management. On behalf of the concerned workmen the lone witness examined is one of the concerned workmen Jhari Noonia. Some documents have also been proved and exhibited on behalf of the management. No document has been exhibited on behalf of the concerned workmen.

5. Sri Tapeshwar Saw (MW-3) is a clerk of the Personnel Officer in Jhunkundar Colliery since 1974 and he has proved certain entries in Form 'B' register of Jhunkundar Colliery. Two entries at serial Nos. 68 and 69 (Ext. M-15) at page 7 of Form 'B' register relate to the concerned workmen Sabaran Rajwar and Jhari Noonia who have been respectively shown therein as bailing mazdoor and general mazdoor. The entry at serial No. 95 (Ext. M-16) at page 10 of Form 'B' register relates to the concerned workman Sukhlal Bhuiya who has been shown therein as a miner. Entry at serial No. 195 (Ext. M-17) at page 21 of Form 'B' register relates to the concerned workman Dashrath Bhuiya who has been shown therein as pump khalasi. Sri I. N. Banerjee (MW-2) is working since 1972 in Chanch colliery as Personnel Officer's clerk and he has proved certain entries in wagesheet register of Jhunkundar unit of Chunch Colliery for the year 1973 and he has also proved certain letters. Entry at serial No. 23 (Ext. M-3) at page 190 of the wagesheet register relates to the concerned workman Jhari Noonia who has been shown therein as general mazdoor. Entry at serial No. 61 (Ext. M-4) at page 193 of the wagesheet register relates to the concerned workman Sabaran Rajwar who has been shown therein as general mazdoor. Entry at serial No. 66 (Ext. M-5) at page 194 of the wagesheet register relates to the concerned workman Dasrath Bhuiya who has been shown therein as bailing madoor.

6. Ext. M-6 is a letter dated 7/8-11-1975 written by the Manager, Chunch colliery to Dr. K. Kumar, the staff Officer (Medical). In the said letter the Manager had stated that the four concerned workmen besides some other workmen named therein were physically incapable to perform their exact duty and had requested Dr. K. Kumar, Staff Officer (Medical) to fix up a date and time for their medical examination regarding their fitness to work. Ext. M-7 is a letter dated 25-11-75 written by Dr. K. Kumar, Staff Officer (Medical) to the Manager, Chunch Colliery to arrange to send the four concerned workmen besides others named in the management's aforesaid letter dated 7/8-11-75 for medical examination at Kustore Hospital at 4 p.m. on 23-12-75. Ext. M-8 is an order dated 12-12-1975 of the Manager, Chunch Colliery directing the four concerned workmen besides some other workmen to appear before the Medical Board on 23-12-75 at 4 p.m. at Kustore Hospital. Ext. M-9 is a letter dated 20-12-75 written by the Manager, Chunch colliery to Dr. K. Kumar, Staff Officer (Medical) intimating him that he was sending the four concerned workmen besides some other workmen to him for their medical examination. Ext. M-10 is a letter dated 28-1-76 from Dr. K. Kumar, Staff Officer (Medical) to the Manager, Chunch Colliery requesting him to send the concerned workmen besides some others named herein for medical examination at Lodna Hospital at 3 p.m. on 24-2-76. Ext. M-11 is an order dated 9-2-76 of the Manager, Chunch Colliery directing the four concerned workmen besides some other workmen to appear before the Medical Board for their medical examination at Lodna Hospital at 3 p.m. on 24-2-76.

7. Thereafter it appears that on examination at Lodna Hospital on 24-2-76 by the Medical Board consisting of three doctors which was presided over by Dr. G. D. Banerjee (MW-1), Medical Officer Incharge, Lodna Hospital, the concerned workmen Jhari Noonia and Sabaran Rajwar were found to have defective vision. In this connection the evidence of Dr. G. D. Banerjee (MW-1) is that he had examined Jhari Noonia and Sabaran Rajwar and they were found to have defective vision and Jhari Noonia could count fingers from a distance of 2 feet but beyond that he could not count and he could not read the chart at all and Sabaran Rajwar could read the chart from a distance of 6 metres and his left eye vision was 6/9 and in his right eye he had no vision. He has also proved the two medical certificates dated 24-2-76 in respect of Jhari Noonia and Sabaran Rajwar which have been respectively marked as Exts. M-1 and M-2 and which support his aforesaid evidence. In both the certificates the Medical Board had considered Jhari Noonia and Sabaran Rajwar as unfit to work because of defective vision.

8. It was on the receipt of the aforesaid medical certificate dated 24-2-76 (Exts. M-1 and M-2) declaring Jhari Noonia and Sabaran Rajwar as unfit to work on account of their defective vision that the General Manager, Area No. 12, Chunch-Victoria wrote in his letter dated 11-3-76 (Ext. M-13) to the Manager, Chunch Colliery to terminate their services immediately as they had been found unfit by the Medical Board at Lodna Hospital on their examination on 24-2-76 due to their defective vision and thereupon the Manager, Chunch Colliery by his order dated 18-3-76 (Ext. M-12) informed Jhari Noonia and Sabaran Rajwar that their services had been terminated with effect from 18-3-76 as they had been found unfit by the Medical Board on their examination held on 24-2-76 at Lodna Hospital due to their defective vision.

9. Out of Jhari Noonia and Sabaran Rajwar, only Jhari Noonia has come in the witness box and has examined himself as WW-1 and Sabaran Rajwar has not faced the witness box at all. Jhari Noonia (WW-1) has also admitted in his very examination-in-chief that in his right eye, there was cataract which was operated but thereafter he completely lost eye sight in his right eye which had been completely lost eye sight in his right eye which had been completely damaged a year before the termination of his service in the year 1976 and he also developed cataract in his left eye and he is still suffering from cataract in his left eye which has not been operated and he has got only some vision in his left eye.

12. In this connection Sri D. Mukherjee appearing on behalf of the concerned workmen has submitted that the termination of the services of the concerned workmen Jhari Noonia and Sabaran Rajwar with effect from 18-3-1976 on the ground that they had been found medically unfit by the Medical Board on their examination held on 24-2-1976 at Lodna Hospital due to their defective vision is bad in law as the termination of their services was not preceded by any enquiry, and, in support of his contention, he has referred to a Supreme Court decision in the case of Burn & Co. Ltd. Vs. Their employees [1957 (1) I.L.J. 226]. In that case an employee S. N. Chatterjee had an eye defect and acting on the advice of its medical officer, the company discharged him on that ground. The Tribunal had found him to be fit and directed his reemployment. He thereupon claimed compensation on the ground that he had produced a certificate of fitness from a competent medical officer but that the company discharged him without making any enquiry thereon. The Appellate Tribunal found that the company had acted bona fide, but that as the order of dismissal was made without due enquiry it was bad and accordingly awarded compensation at the rate of six months basic wages. In these circumstances it was held by their Lordships of the Supreme Court, that they were unable to hold that on the facts found the Appellate Tribunal had acted without jurisdiction in interfering with the award or that its order is unjust, and that no case had been made out for their Lordships interference with it under Art. 136 of the Constitution.

13. That Supreme Court decision in the case of Burn and Co. Ltd. Vs. Their Employees (supra) has, however, got no application to the facts of the instant case. In the case of Burn & Co. Ltd. Vs. Their Employees (supra) the Tribunal had found S. N. Chatterjee to be fit and had directed his reemployment. In the instant case there is nothing on the record to hold the concerned workman Jhari Noonia or Sabaran Rajwar, who have been found to be medically unfit by the Medical Board on their examination held on 24-2-76 at Lodna Hospital due to their defective vision, to be either medically fit or to direct their re-employment. In the case of Burn & Co. Ltd. Vs. Their employees (supra) S. N. Chatterjee had claimed compensation on the ground that he had produced a certificate of fitness from a competent Medical Officer but that the company discharged him without making any enquiry thereon. But in the instant case the concerned workman Jhari Noonia or Sabaran Rajwar had not produced any certificate of fitness from any competent Medical Officer before the management and hence there was no question of the management making any enquiry thereon before terminating their services. On the other hand, Jhari Noonia (WW-1), who is the lone witness examined on behalf of the concerned workmen, has admitted in his very examination-in-chief that in his right eye there was cataract which was

operated but thereafter he completely lost eye sight in his right eye which had been completely damaged a year before the termination of his service in the year 1976 and he also developed cataract in his left eye and he is still suffering from cataract in his left eye which has not been operated and he has got some vision in his left eye. The other concerned workman Sabaran Rajwar has kept himself completely out of the witness box and has not appeared at all before the Tribunal. In the circumstances, in the absence of any certificate of fitness from any competent medical officer produced by either Jhari Noonia or Sabaran Rajwar before the management, there was nothing for the management to hold any enquiry after the management was advised by the Medical Board on their examination held on 24-2-76 at Lodna Hospital that they were medically unfit to work due to their defective vision. Therefore, as already said above, the above Supreme Court decision in case of Burn & Co. Ltd. Vs. Their employees (supra) cited by Sri D. Mukherjee appearing on behalf of the concerned workmen has got no application to the facts of the instant case.

14. The decisions applicable to the facts of the instant case are the cases of Workmen of the Bangalore Woollen, Cotton & Silk Mills Vs. Its Management (1950-67) 3 SCLJ. 1779 and Barrakur Coal Co. Ltd. Vs. Azimuddin Ashraff and another (1960-J F.L.R. 134) out of which the former one is a Supreme Court decision and the latter one is a Division Bench decision of the Patna High Court. In the case of Workmen of the Bangalore Woollen, Cotton & Silk Mills Vs. Its Management (supra) it has been held that discharge of a workman on the ground of physical unsuitability or ill health cannot be termed as retrenchment so as to entitle him to claim any compensation, as a service cannot be said to be terminated unless it was capable of being continued and if due to physical unsuitability it is not capable of being continued in the same manner in which it had been going on before, the physical unsuitability to render service itself brings the service to an end and therefore discharge on the ground of health is outside the definition of retrenchment given in section 2(oo) of the Act. In the case of Barrakur Coal Co. Ltd. Vs. Azimuddin Ashraff and another (supra) it has been held that the expression "retrenchment" as defined in section 2(oo) and as used in section 25F of the Industrial Disputes Act, 1947 has no wider meaning than the ordinary accepted connotation of the word and it means the discharge of surplus labour or staff by the employer for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action and termination of service of a workman on the ground of continued ill health is specifically excluded under clause (c) of section 2(oo) of the Act from the purview of retrenchment and that continued ill health includes any physical defect or infirmity incapacitating a workman for future work for an indefinite period and termination of service on the ground of such physical defect or infirmity is not retrenchment and in such a case the provision of section 25F of the Act which lays down the condition precedent to retrenchment of a workman including payment of compensation are not attracted. Therefore, the services of the concerned workmen Jhari Noonia and Sabaran Rajwar were validly terminated by the management with effect from 18-3-76 as they had been found medically unfit to work by the Medical Board on their examination held on 24-2-76 at Lodna Hospital due to their defective vision.

15. It is next the case of the management that the concerned workmen Sukhlal Bhuiya and Dasrath Bhuiya had tendered their resignations voluntarily which were accepted by the management on 26-7-76 and 5-10-76 respectively and communicated to them. In this connection the evidence of Sri I. N. Banerjee (MW-2), who has been working in Chunch Colliery since 1972 as Personnel Officer's clerk, is that Sukhlal Bhuiya and Dasrath Bhuiya had resigned in the year 1976. Ext. M-14 is the office copy of the letter issued in the year 1976 by the General Manager to Sukhlal Bhuiya through the Manager Chunch colliery informing him, with reference to his application dated 6-7-1976 tendering his resignation from the services of the company on account of his inability to continue further, that the same had been accepted with effect from 26-7-76 and required him to apply for payment of his gratuity, if any. Similar letter of acceptance of the resignation of Dasrath Bhuiya has not been produced by the

management nor the original letters of resignation of Sukhlal Bhuiya and Dasrath Bhuiya have been produced by the management and an explanation for the same has been given by Sri I. N. Banerjee (MW-2) that Chunch colliery is closed since 1978 till today and the resignation letters of Sukhlal Bhuiya and Dasrath Bhuiya are not presently available in the colliery. In his cross-examination he has clarified that all the concerned workmen were the workmen of Jhunkundar unit of Chunch colliery and Jhunkundar unit is now known as Jhunkundar open cast project. It is significant to note here that although according to the admitted case of the parties the services of Sukhlal Bhuiya and Dasrath Bhuiya came to an end in the year 1976, they raised the present dispute in 1981 after a lapse of about five years, and, in the circumstance, no adverse inference need be drawn against the management for its failure to produce their original letters of resignation submitted in the year 1976 specially when, according to Sri I. N. Banerjee (MW-2), Chunch colliery of which Jhunkundar is an unit is closed since 1978 till to-day and resignation letters of Sukhlal Bhuiya and Dasrath Bhuiya are not presently available in the Colliery. It is also significant to note here that neither Sukhlal Bhuiya nor Dasrath Bhuiya has come to the witness box to say they had not tendered their resignation in the year 1976 as has been alleged by the management and as has been deposed to by Sri I. N. Banerjee (MW-2) whose evidence on the point is ex parte which I see no reason to disbelieve. In the circumstance it is held that the concerned workman Sukhlal Bhuiya and Dasrath Bhuiya did tender resignations which were accepted by the management with effect from 26-7-76 and 5-10-76 respectively.

16. In view of the aforesaid findings the action of the management in terminating the services of the concerned workmen Jhari Noonia and Sabaran Rajwar with effect from 18-3-76 on medical ground due to their defective vision and the acceptance of the resignations of the concerned workmen Sukhlal Bhuiya and Dasrath Bhuiya with effect from 26-7-76 and 5-10-76 must be held to justified, and, in that view of the matter, the concerned workmen are not entitled to any relief. The reference is answered and the award is made accordingly. But in the circumstance of the case there shall be no order as to costs.

MANORANJAN PRASAD, Presiding Officer.
[No. L-20012(385)/81-D. III(A)]

New Delhi, the 29th June, 1984

S.O. 2275.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government-Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Godhur Colliery of M/s. Bharat Coking Coal Ltd., Post Office Kusunda District Dhanbad, and their workmen, which was received by the Central Government on the 15th June, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 52 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act., 1947.

PARTIES :

Employers in relation to the management of Godhur Colliery of M/s. BCCL, P. O. Kusunda, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employer : Shri G. Prasad
Advocate

On behalf of the workmen : Shri S. Bose
Secretary, R.C.M.S. Union

STATE : Bihar. INDUSTRY : Coal
Dhanbad, the 11th June, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them under section 10

(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(124)/81-D. III. A dated the 30th July, 1981.

SCHEDULE

“Whether the demand of the workmen on Godhur Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad for placement of Shri R. A. Maharaj in the Special Grade with effect from the 1st January, 1976 is justified ? If not, to what relief is the concerned workman entitled?”

The case of the concerned workman Shri R. A. Maharaj is that he was employed in Godhur Colliery as Clerk Gr-I from 1-10-62 and was in charge of Bonus and Provident Fund Section. The management of Godhur Colliery was taken over by the Central Government w.e.f. 17-10-71. It was nationalised w.e.f. 1-5-1972 and its ownership, management and control was vested with M/s. Bharat Coking Coal Ltd. The management of M/s. Bharat Coking Coal Ltd. introduced a cadre scheme in respect of clerical employees effective from 1st January, 1976. Godhur Colliery is within the administrative control of area No. VI. The management of area No. VI constituted area promotion committee known as Departmental Promotion Committee. The said Departmental Promotion Committee promoted several clerical employees during September/October, 1978 instead of January, 1976. The case of the concerned workman was not considered by the said Departmental Promotion Committee in September/October, 1978 and some juniors to him were upgraded to clerical special grade from clerical grade-I. The management thus discriminated against the concerned workman. The union of the workman vide letter dated 23-12-78 took up the case of the concerned workman and made a representation before the management. But the management did not send any reply. Thereafter the union raised an industrial dispute before the ALC(C), Dhanbad who took up the matter with the parties for settlement and the case was withdrawn for mutual negotiation and settlement, but no settlement could be arrived at between the parties. The union again made a representation before the ALC(C), Dhanbad vide letter dated 3-11-80 and conciliation proceeding were held which ended in failure. During the pendency of the dispute before the ALC(C), Dhanbad the management upgraded the concerned workman from Clerk Grade I to special grade w.e.f. 1-8-79. Although the management was convinced from the service records of the concerned workman that he was entitled to be upgraded in the first instance of the Departmental Promotion Committee selection but his case was deliberately bypassed and he was not allowed the proper grade w.e.f. January, 1976. On a failure report of conciliation sent by the ALC(C), Dhanbad, the Ministry of Labour referred the dispute for adjudication to this Tribunal. It is submitted that the action of the management in not upgrading the concerned workman to special grade from 1-1-76 was illegal, arbitrary, mala fide and was an act of unfair labour practice.

The case of the management is that the placement of the concerned workman from lower category to higher category is the function of the management and the same cannot be claimed as a matter of right. The concerned workman has been promoted from Clerk Grade-I to special Grade w.e.f. 14th/17th September, 1979 much before the present reference was made and as such the reference was infructuous. No retrospective effect can be given to an Award for any period prior to the date on which the specific demand was made resulting in the industrial dispute. At the time of take over of the colliery on 17-10-71 the concerned workman was getting a basic monthly wages of Rs. 233 and immediately after the take over his wages were raised to Rs. 240 per month w.e.f. October, 1971 and was placed in Clerical Grade II in the scale of Rs. 205—375 as per recommendation of the Coal Wage Board. He was not in charge of Bonus and Provident Fund Section and was simply a clerk dealing with Bonus and Provident Fund. No dispute was raised by the concerned workman or the union at all with the employer and as such it could not be an industrial dispute. The demand of the concerned workman for promotion for his placing in clerical special grade w.e.f. 1-1-76 is not justified and he is not entitled to any consequential relief.

The only question to be determined in this reference is whether the concerned workman is entitled for placement in the Special Grade w.e.f. 1-1-76.

The concerned workman has examined himself as WW-1 and the management has examined MW-1, Shri M.R. Haque, Senior Personnel Officer of the management. Besides that the workmen has exhibited some documents which are marked Ext. W-1 to W-4. The management has also produced and exhibited some documents which have marked as Ext. M-1 to M-4.

Admittedly the concerned workman has been promoted to the clerk special grade w.e.f. 14th/17th September, 1979. The case of the concerned workman is that he is entitled to be promoted to the special grade from 1-1-76. Thus the only dispute which remains to be solved is the date from which the concerned workman should be given special grade. Generally speaking promotion is a function of the management but there may be occasions when a Tribunal may have to interfere on the promotion made by the management. In the present case the following discussions will show that it is a fit case when a Tribunal should interfere with the upgradation of grade of the concerned workman.

The management has produced Ext. M-1 which is a Wage Sheet Register of Godhur Colliery from April, 1972 to November, 1972. There levant entries in the said Wage Sheet Register relating to the concerned workman have been marked as Ext. M-2 to M-2/7. This has been filed by the management to show that the concerned workman was in Grade-II at the time of take over. MW-1 has stated that the concerned workman was in Grade-II Clerk in Godhur Colliery in 1972 and that he was promoted as a special grade in 1979. He has also stated that there was no cadre scheme in 1976 in Godhur Colliery and that the circular of Cadre scheme came in 1978 and since September, 1978 the cadre scheme was introduced in BCCL. In cross-examination he has stated that no circular was issued in 1976 to implement the Departmental Promotion Committee scheme from June, 1976. He has further stated that an employee has to be in Grade-I for at least three years in order to qualify for being promoted to the next higher grade namely special grade and that the promotion from Grade-I to special grade is on the basis of seniority-cum-merit. He has said that the promotion is made areawise which is admitted by both the parties. WW-1 Shri R. A. Maharaj is the concerned workman. He has stated that he was in Grade-I clerk since 1-10-62 and that Godhur Colliery which is a coking coal mines was taken over by M/s. Bharat Coking Coal Ltd. on 1-5-72. He has further stated that Godhur Colliery is in Area No. VI and the clerical cadre scheme was introduced in Bharat Coking Coal Ltd. since 1976 but the same was introduced in area No. VI since the year 1978 instead of 1976. He has further stated that his case was not considered by the Departmental Promotion Committee for promotion in 1978 and when the list for promotion was published he learnt that many workmen junior to him were promoted to Clerk special grade but he was not promoted. He has admitted that in September, 1979 he got Clerk special grade. In his cross-examination he has named Shri Mahesh Pd. Singh, Shri Kanti Pd. Jha who were junior to him and were given Clerk Special Grade. Ext. W-3 dated 27-10-77 is an Office order issued by the Deputy Personnel Manager of BCCL from which it will appear that the concerned workman Shri R. A. Maharaj, Provident Fund and Bonus Clerk, Godhur Colliery was promoted from Clerk Grade-II to Clerk Grade-I along with other persons. Ext. W-3/2 dated 14/17-7-79 is another office order issued by the General Manager of Kusunda Area which shows that on the basis of the recommendation of the Departmental Promotion Committee the management promoted the concerned workman from Clerical Grade-I to Clerical special grade. It appears that when the concerned workman was promoted from Clerk Grade-II to Clerk Grade-I vide Ext. W-3 in 1977, his case was again considered for promotion from Clerk Grade I to Special Grade and was promoted vide Office order dated 14/17-7-79 (Ext. W. 3/2). On the basis of the entry of the concerned workman in the Wage Sheet Ext. M-2 to M-2/7 in which the concerned workman is shown as Clerk Grade II at the time of nationalisation and on the basis of Ext. W-3 Office order dated 27-10-77, it is submitted on behalf of the management that the concerned workman was in Clerk Grade-II till before 27-10-77 and that he was promoted in Clerical Grade-I on 27-10-77 and as such there was no question of his promotion in clerical special grade from 1-1-76 and that subsequently when the management found

him suitable he was promoted to clerical special grade from Grade-I clerk vide Office order Ext. W-3/2.

The matter does not appear to be so simple as submitted on behalf of the management. It will appear from Ext. W-1 dated 20th September, 1962 which is a letter issued by the Manager of Godhur Colliery to the concerned workman that the concerned workman was appointed at Godhur Colliery as Grade-I Clerk w.e.f. 1-10-62. This document itself negatives the entire evidence adduced on behalf of the management that the concerned workman was in Clerical Grade-II at the time when Godhur Colliery was taken over under the management of M/s. BCCL. Ext. W-2 dated 22-2-1973 is another letter from the Manager of Godhur Colliery of M/s. BCCL to the Sub-Area Manager in respect of the application of Shri R. A. Maharaj (the concerned workman) for proper grade and rectification of pay. This letter appears to have been issued in response to the application of the concerned workman dated 14-2-73. The manager of Godhur Colliery has stated in this letter that the facts contained in the application of the concerned workman was verified in the Office records and it was found that the concerned workman was appointed on 1-10-62 as Clerk Grade-I. It is further stated in the letter that at the time of implementation of the Wage Board Recommendation Shri R. A. Maharaj should have been given Clerical Grade I but instead he was placed in Clerical Grade-II. It is obvious from this letter that the management overlooked the fact when the cadre scheme was implemented and Departmental Promotion Committee sat for the promotion of the Clerks that the concerned workman was in Clerical Grade I since 1-10-62 and as such there was no question of promoting the concerned workman from clerical grade II to Clerical Grade I vide Ext. W-3 in 1977. The concerned workman was already in Clerical Grade I and if he was suitable and fulfilled the criteria for upgradation to the special grade he should have been promoted by the Departmental Promotion Committee in Clerical special grade as he was already in clerical Grade I. It appears that the management missed the fact that the concerned workman was already in Clerical Grade I and was under the impression that he was in Grade II and as such the Departmental Promotion Committee promoted him to Clerical Grade I from Clerical Grade II vide Ext. W-3. The management has placed reliance on the wage sheet register of Godhur Colliery prior to its take over by the management of BCCL to show that the concerned workman was shown as Grade-II clerk in the said register and as such the management treated him as Clerk Grade II and accordingly when the Cadre scheme was implemented the concerned workman was promoted from Clerk Grade II to Clerk Grade I. I have carefully gone through the entries made in the Wage sheet register of Godhur Colliery from April, 1972 to November, 1972. Except in the month of September, 1972 there is no entry in this register of other months regarding the grade to which the concerned workman or other employees belonged. There is no entry regarding the grade of the employee in the month of April, May, June, July, August, October and November, 1972. The grade of the employees is entered against the names only in the month of September, 1972 and the entry of the said grade is only in respect of Sl. No. 3 to Sl. No. 13 of the first page of the Wage sheet for the month of September 1972. The nothing of the grade of 11 persons is definitely in a different ink and in a different writing. There is no evidence to show as to how in the month of September, 1972 the entry of grade was made in the Wage sheet. It is clear therefore, that the entry in Sl. No. 3 to 13 of the first page for the month of September, 1972 in the wage sheet had been made subsequently to suit the interest of the management and one cannot put faith in such entries, more so, in the face of Ext. W-1 and W-2.

Ext. W-4 dated 15-1-77 is a copy of order passed in L.C. Application No. 22 of 1973 by the Central Govt. Industrial Tribunal-cum-Labour Court No. 3, Dhanbad. It will appear that the concerned workman Shri R. A. Maharaj filed a petition under Section 33C(2) of the ID Act 1947 claiming wages of Grade-I clerk from the year 1968 upto September, 1973 against Godhur Colliery of M/s. BCCL. It will appear from para-11 of the said order that Ext. W-2 which has been marked in the reference had also been filed in the L.C. case and was marked as Ext. W-1/1 and the same was considered for deciding that the concerned workman was in Clerical Grade-I. Ext. W-1 which has been marked in the reference was also filed in the L.C. Case to show that the

concerned workman had been confirmed as Grade-I Clerk w.e.f. 1-10-62. On the consideration of these two documents the Hon'ble Labour Court came to a conclusion on that the concerned workman was in clerical Grade I and held that the concerned workman should get the salary of Grade-I clerk since the recommendation of the Wage Board were implemented on 1-1-1968 till September, 1973. The said decision was made in the presence of the concerned workman and the management, and the matter in controversy in the present reference was also for consideration in the L.C. case in order to decide the claim of the concerned workman to get the difference of wages of clerical Grade-I. The Hon'ble Labour Court decided in favour of the concerned workman that he was in Clerical Grade I since 1-10-62 and as such in principle res judicata may apply in this case and the management may be debarred from raising the said question in the present reference. The discussions on facts made above clearly establish that the concerned workman was in clerical grade-I w.e.f. 1-10-62.

I have come to a conclusion above that the concerned workman was in clerical Grade-I w.e.f. 1-10-62 and W.W-1 has stated that since then he was working in the said Grade. MW-1 came to Godhur Colliery in 1978 and as such he was not in a position to say about the grade of the concerned workman when Godhur Colliery was taken over by M/s. BCCL MW-1 in his cross-examination has stated that an employee has to be in Grade-I for at least three years and then they qualify for being promoted to the next higher grade i.e. for special grade. He has also stated that promotion from Grade-I to special grade is on the basis of seniority-cum-merit. Admittedly, Godhur Colliery was nationalised w.e.f. 1-5-72 and its ownership, management and control was vested in M/s. BCCL. As found above, the concerned workman was in clerical grade I at the time Godhur Colliery was nationalised and as such even if we take the requirements for promotion as stated by MW-1, it will appear that the concerned workman had completed three years of service in Grade-I in 1975 even if the period is counted from the year of nationalisation of Godhur Colliery. The concerned workman, therefore, was fit to be considered for being promoted to special grade from Clerical Grade-I when the Departmental Promotion Committee was considering the case of promotion in the year 1978. Ext. W-2 is a letter of the Manager of Godhur Colliery of M/s. BCCL which shows that in view of long and efficient service of the concerned workman in the Bonus and P. F. Section and clerical Grade-I before Wage Board recommendation it was fair to place the concerned workman in Clerical grade-I. Thus it will appear from this letter that the concerned workman was an efficient worker. Taking into consideration the fact that he had completed more than three years of service in clerical grade I and was efficient in his job and also because of the fact that he was in grade-I since 1962, this was a case for being considered by the Departmental Promotion Committee for being promoted to the special grade from clerical grade I in the year 1978 and there appears to be no impediment in the way of his promotion in the year 1978 when the promotion of other Grade-I clerks were considered for being promoted to the special grade. The management itself has taken in the cross-examination of WW-1 that Shri Mahesh Pd. Singh, Kanti Pd. Jha and some other who are juniors to the concerned workman were given clerk special grade. From all the evidence discussed above it will appear that there was an initial mistake by the management when they concluded that the concerned workman was in Clerical Grade-II at the time when Godhur Colliery was taken over and the said initial mistake of the management is apparent from Ext. W-1, W-2 and it was for that reason that the Departmental Committee promoted the concerned workman from Clerical Grade-II to Clerical Grade-I. It is clear that when the case of the concerned workman was being considered for being promoted from Clerical Grade-II to Clerical Grade-I his services were satisfactory otherwise he would not have been promoted. As it appears now that the concerned workman was in Clerical Grade-I since 1962 and was also efficient in his work (Vide Ext. W-2) he deserved to be promoted in Clerical Special Grade. Where there is promotion rule or Cadre scheme of the management the same has to be followed. Admittedly, a cadre scheme was introduced in Godhur Colliery Area No. VI of BCCL in 1978. So the said scheme has now become a condition of service of the employees and the management has erred in not following

the cadre scheme in the case of the concerned workman. In view of the above matter I hold that the denial of the concerned workman for placement in the special grade when the cadre scheme was introduced in BCCL in September, 1978 was not justified.

It was submitted on behalf of the concerned workman that as he has been promoted to special grade from 1979 he would not have made a grievance for payment of arrears but his late promotion in the year 1979 will mean losing his position and seniority as he was not promoted by the Departmental Promotion Committee in the year 1978. The loss of seniority is going to affect his seriously in future and as such he must get back his original seniority by placing him in Special Grade on the date when other persons were promoted from clerical grade-I to special grade. The submission made on behalf of the concerned workman appears to be quite reasonable. If he deserved to be promoted in the year 1978 in the special grade when other employees were promoted and he was not then promoted, he naturally has lost his seniority in the special grade for no fault of his. It was rather the mistake of the management in considering him in clerical Grade-II whereas actually he was in Clerical Grade-I when the cases were taken up for promotion by the Departmental Promotion Committee. In the above view of the matter, I hold that the concerned workman is entitled to be placed in his original position as if he was promoted from clerical grade-I to special grade in 1978 along with other persons.

In view of the discussion made above I hold that the denial of M/s. BCCL for placement of Shri R. A. Maharaj in the special Grade w.e.f. September, 1978 when the Cadre scheme was introduced in Area No. VI of Godhur Colliery is not justified. I further hold that the concerned workman cannot be placed in the special grade w.e.f. 1-1-1976 as the cadre scheme was not introduced in Area No. VI of Kodhur Colliery in January, 1976 and the same was introduced in September, 1978. The concerned workman is entitled to the arrears of difference of back wages from September, 1978 to August, 1979. Admittedly from September, 1979 he has got clerical special grade. It is further ordered that the concerned workman will have his original seniority among the persons who were promoted from Clerical Grade-I to Clerical special Grade in 1978.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012(129)/81-D.III(A)]

A. V. S. SARMA, Desk Officer.

New Delhi, the 28th June, 1984

S.O. 2276.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the Industrial dispute between the employers in relation to the management of Kunustoria Colliery of M/s. Eastern Coalfields Ltd. P.O. Topsi (Burdwan) and their workmen, which was received by the Central Government on the 15th June, 1984.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CALCUTTA

Reference No. 13 of 1982

PARTIES :

Employers in relation to the management of Kunustoria Colliery of Messrs Eastern Coalfields Limited, P.O. Topsi (Burdwan).

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Singh.—Presiding Officer.

APPEARANCE :

On behalf of Employer.—Mr. S. Gupta Advocate.

On behalf of Workmen.—None.

STATE : West Bengal.

INDUSTRY : Coal
AWARD

As the union did not appear on four continued dates fixed for hearing this case it was heard ex parte. The management examined one witness Amiya Kr. Barman (MW-1) a senior personal officer of Kunustoria Colliery and filed some documents.

2. By Order No. L-19012(78)[81-D.IV(B) dated 3rd April 1982, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Kunustoria Colliery of Messrs. Eastern Coalfields Limited, Post Office Topsi, District Burdwan (WB) in superannuating Shri Ramayana Bhor with effect from 8-9-1975 is justified? If not, to what relief is the workman concerned entitled?"

3. It is clear that the concerned workman Ramayana Bhor was retired with effect from 8th September 1975, i.e., 9 years ago. The question is whether he was rightly superannuated. As already stated the union have not appeared and the evidence is exparte, MW-1 Amiya Kr. Barman is a senior personal officer of the colliery in question he has deposed that the retirement was on the basis of the service card of the concerned workman. It is true that the said service card is not on record but the witness has explained its absence. He said that as per rule, if no dispute is raised by the concerned workman for three years from the date of retirement then the documents are destroyed (see also Ext. M-4) and in the present case no dispute having been raised for three years, it is destroyed. The witness has proved an extract of B Form Register of the Eastern Coalfields Limited (Ext. M1). His evidence is that the concerned workman was aged 42 in the year 1957. There is no cross-examination on this point and I see no reason to disbelieve him. If so then in 1975 the concerned workman must have been aged about 60 years. It is also clear from the evidence of MW-1 that gratuity and Provident Fund were paid to the concerned workman on 27th January 1976 (see Ext. M-2). It was the workman who prayed for refund of the gratuity and provident fund amount. The concerned workman has sent his application for payment from his native village for balance of CTD (Ext. M-3). There is thus no doubt that the concerned workman were fully satisfied with his retirement. Ext. M-3 which is his own application was sent on 30th August 1976. On a consideration of the evidence of MW-1 Amiya Kr. Barman and Ext. M-1 to M-4 I am satisfied that the concerned workman Ramayana Bhor was rightly retired with effect from 8-9-1975.

4. In the result my concluded award is that the action of the management of Kunustoria Colliery of Messrs Eastern Coalfields Limited, Post Office Topsi, District Burdwan (WB) in superannuating Shri Ramayana Bhor with effect from 8-9-1975 is justified. It follows that the concerned workman Ramayana Bhor is not entitled to any relief.

Dated, Calcutta,
6th June, 1984.

M. P. SINGH, Presiding Officer
[No. I-19012(78)[81-D. IV(B)]

S. S. MEHTA, Desk Officer

श्रम और पुनर्वास मन्त्रालय

(श्रम विभाग)

नई दिल्ली, 30 जून, 1984

का० आ० 2277 :—केन्द्रीय सरकार, खात अधिनियम, 1952 (1952 का 35) की धारा 83 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तमिलनाडु के पूर्वी तट के साथ-साथ कांवेरी परियोजना में खोज संबंधी ड्रिलिंग संक्रियाओं पर तेल और प्राकृतिक गैस आयोग द्वारा नियोजित व्यक्तियों को उक्त अधिनियम के, उसकी धारा 36, 40, 43, 45, 46 और 48 को छोड़कर, अध्याय 6 के उपबन्धों के प्रवर्तन से इस शर्त के अधीन रहते हुए, छूट देती है कि उक्त व्यक्ति :—

- (1) किसी भी दिन बारह घण्टे से अधिक के लिए नियोजित नहीं किए जाएंगे,
- (2) एक दौर में चौदह दिन से अधिक के लिए नियोजित नहीं किए जाएंगे।

(3) उन्हें एक दौर में चौदह दिन तक कार्य करने के पश्चात कम से कम चौधूह दिन की अवधि के लिए विश्राम मंजूर किया जाएगा।

[संख्या एस-29014/4/84-एम-1]

एल० के नारायणन, अवर सचिव

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 30th June, 1984

S.O. 2277.—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act 1952 (35 of 1952), the Central Government hereby exempts the persons employed by Oil and Natural Gas Commission on exploration drilling operations in Cauvery Project along the eastern coast of Tamilnadu from the operation of the provisions of Chapter VI of the said Act except sections 36, 40, 43, 45, 46 and 48 thereof, subject to the conditions that the said persons,

- (i) shall not be employed for more than twelve hours on any one day,
- (ii) shall not be employed for more than fourteen days at a stretch, and
- (iii) shall, after they have worked for fourteen days, at a stretch, be granted rest for a period of not less than fourteen days.

[No. S-29014/4/84-MI]

L. K. NARAYANAN, Under Secy.

नई दिल्ली, 2 जुलाई, 1984

का० आ० 2278.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शकीला अमीर पृष्ठ कम्पनी 1091 पी० ज० नेहरू रोड वनियामबड़ी, नार्थ अर्कोट जिला तमिल नाडू। नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019/(148)/84-पी०-एफ०-2]

New Delhi, the 2nd July, 1984

S.O. 2278.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Shakeela Ameer and Co., 1091, P. I. Nehru Road, Vaniyambadi, North Arcot District, Tamil Nadu, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(148)/84-PF II]

का० आ० 2279.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शाल्टी एंटरप्रार्ट, त्रिचेनगोडे गाड़, नाम वर्लन जिला सालम, तमिल नाडू नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(149)/84-पी०-एफ०-2]

S.O. 2279.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shanthi Theatre, Trichengode Road, Namakkal, Salem District, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(149)/84-PF.II]

का० आ० 2280—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि काकीनाडा को-ऑपरेटिव टाउन बैंक लिमिटेड, स० सी-150, रामारावफेटा, काकीनाडा, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(152)/84-पी० एफ-2]

S.O. 2280.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Kakinada Co-Operative Town Bank Ltd, No. C-750, Rama Raopeta, Kakinada, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(152)/84-PF.II]

का० आ० 2281—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि वारंगल डिस्ट्रिक्ट शैड्यूल काम्ट्स सर्विस को-ऑपरेटिव सोसाइटी लिमिटेड, हनम कन्डा, वारंगल, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(155)/84-पी० एफ-2]

S.O. 2281.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Warangal Dist. Scheduled Castes Service Co-Operative Society Ltd., Hanam Konda, Warangal, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(155)/84-PF.II]

का० आ० 2282—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अशोक भवन, स० 13, कटचेरी स्ट्रीट, रामी-पुरम, जिला-सालम तमिल नाडू, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(156)/84-पी० एफ-2]

S.O. 2282.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ashok Bhavan No. 13, Kutchery Street Rasipuram, Salem District, Tamil Nadu have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(156)/84-PF.II]

का० आ० 2283—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एक्सेल इंजीनियरिंग एन्टरप्राइज, 50-54-7 सीथाम्भा धारा नं० 13, विशाखापट्टनम-13, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(157)/84-पी० एफ-2]

S.O. 2283.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Excel Engineering Enterprises, 50-54-7, Seethammadharla North, Visakhapatnam-13, Andhra Pradesh have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(157)/84-PF.II]

का० आ० 2284.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स राजस्थान ड्रग्स एण्ड फार्मसिटिकल्स लिमिटेड सं० 12, विश्वकर्मा इण्डस्ट्रीयल एरिया, जयपुर-13, राजस्थान, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(158)/84-पीएफ-2]

S.O. 2284.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as messrs Rajasthan Drugs & Pharmaceuticals Limited, Road, No. 12, Vishwakarma Industrial Area, Jaipur-13, Rajasthan have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(158)/84-PF.II]

का० आ० 2285.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री बालामुरुगन इण्डस्ट्रीयल्स एण्ड एजेन्सीज, 15/94-ए-2, एम टी पी रोड, कोयम्बटूर -641043, तमिल नाडू तथा 15/3, भारती पार्क रोड, कोयम्बटूर-641043, पर स्थित इसके प्रशासन कार्यालय सहित। नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बार्ता पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(159)/84-पी० एफ-2]

S.O. 2285.—Whereas it appears to the Central Government that the employers and the majority of the employees in relation to the establishment known as messrs Sri Balamurugan Industrials and Agencies, 15/94-A-2, M.T.P. Road, Coimbatore-641043, Tamil Nadu including its Administrative Office at 15/3, Bharathi Park Road, Coimbatore-43, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(159)/84-PF. II]

का० आ० 2286.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जयराम इण्डस्ट्रीयल्स एण्ड एजेन्सीज, सं० 15/94-ए-1, एम टी पी० रोड, कोयम्बटूर-641043, तमिल नाडू तथा सं० 15/3, भारती पार्क रोड, कोयम्बटूर-43 पर स्थित इसके प्रशासन कार्यालय सहित नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(160)/84-पी० एफ-2]

S.O. 2286.—Whereas it appears to the Central Government that the provisions of the Employees' Provident Funds and Lation to the establishment known as messrs Jayararaj Industrial and Agencies No. 15/94-A-1, M.T.P. Road, Coimbatore-641043, Tamil Nadu including its Administrative Office at No. 15/3, Bharathi Park Road, Coimbatore-43 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(160)/84-PF.II]

का० आ० 2287.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम० एम० इनायतुल्लाह एन्ड कम्पनी दाशेरी, थूथीपेट, एक्बूर, नार्थ आरकोट जिला, तमिल नाडू तथा 10-ए, वेपेरी हाई रोड, पेरिअमेट, मद्रास-3 पर स्थित इसके कार्यालय सहित नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/(161) 84-पी० एफ-2]

S.O. 2287.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as messrs M. M. Inayathullah and Company, Tennery, Thuthipet, Ambur, North Arcot District Tamil Nadu including its office at 10-A, Vepery High Road, Periamet, Madras-600003, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(161)/84-PF. III]

का० आ० 2288.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भारत रेट्रीटिंग कम्पनी, 216-डी, जेल रोड, कोयम्बटूर-18, तमिल नाडू नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(162)/84-पी० एफ-2]

S.O. 2288.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bharat Retreading Company, 216-D, Jail Road, Coimbatore-18, Tamil Nadu have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(162)/84-PF.II]

का० आ० 2289.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ए० वी० एम० चैरीटीज, सं० 57, डा० राधाकृष्णन रोड, माइलापोर, मद्रास-600004, तमिल नाडू नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(163)/84-पी० एफ-2]

S.O. 2289.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs A. V. M. Charities, No. 57, Dr. Radhakrishnan Road, Mylapore, Madras-600004, Tamil Nadu have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(163)/84-PF.II]

का० आ० 2290.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बूलीआप्पा पेपर एण्डस्ट्रीज, पोस्ट बॉक्स सं० 211, लक्ष्मी नगर, चैलिंग कालिज रोड, थान्जावूर-613007, तमिल नाडू नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19)

1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(164)/84-पी० एफ-2]

S.O. 2290.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vallappa Paper Industries, Post Box, No. 211, Lakshmi Nagar, Medical College Road, Thanjavur-613007, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(164)/84-PF.II]

का० आ० 2291.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रीमियर इंजीनियरिंग प्रोडक्ट्स, कडावनथरा कोचीन-682020, (एलानकुलम गांव, कानायाश्वर तालुक, अरनाकुलम ज़िला), केरल नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(199)/84-पी० एफ-2]

S.O. 2291.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Premier Engineering Products, Kadavanthra, Cochin-682020 (Ernakulam Village, Kanayannur Taluk, Ernakulam District) Kerala have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(199)/84-PF.II]

का० आ० 2292.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इलेक्ट्रोनिक कम्पोनेंट्स इंडस्ट्रीज एसोसियेशन, 408, सहयोग, 58, नेहरू प्लेस, नई दिल्ली-19, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(200)/84-पी० एफ०-2]

S.O. 2292.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as messrs Electronic Component Industries Association, 408, Sahyog 58, Nehru Place New Delhi-19 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(200)/84-PF. II]

का० आ० 2293.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स व्यापार राधा एण्ड कम्पनी, के० रोड, कोट्टायम, मकान सं. 241, वार्ड सं. 11, के० एम० मी०, केरल नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(201)/84-पी० एफ०-2]

S.O. 2293.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vyapara Radha & Co., K. K. Road, Kottayam, House No. 241, Ward No. XI of K.M.C., Kerala, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(201)/84-PF. II]

का० आ० 2294.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओपेटेलात इस्टर्स एन्ट्स, 9-ए, तथा बी०, इलेक्ट्रो-निक्स, कम्पलैन्स, कुशाइगुडा, हैदराबाद-500762, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(202)/84-पी० एफ०-2]

S.O. 2294.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Optelan Instruments, 9-A&B, Electronics Complex, Kushaiguda, Hyderabad-500762, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government applies the provisions of the said Act to the said establishment.

[No. S-35019(202)/84-PF. II]

का० आ० 2295.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री जोगमाइया टिम्बर डिपो, एच सं. 42-23, मौला अली, हैदराबाद-5005040, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(203)/84-पी० एफ०-2]

S.O. 2295.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Jogmaya Timber Depot, House No. 42/23, Moula-Ali, Hyderabad-500040, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government applies the provisions of the said Act to the said establishment.

[No. S-35019(203)/84-PF. III]

का० आ० 2296.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हिन्दुस्तान इंग हाउस, सं. 46-ए० एस० स्ट्रीट, पी० बी० सं. 7890, चिकपेट, बंगलौर-560053, कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(204)/84-पी० एफ०-2]

S.O. 2296.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hindustan Drug House, No. 46-A, S. Street, P. B. No. 7890, Chickept, Bangalore-560053, Karnataka have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(204)/84-PF. II]

का० शा० 2297—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स उषा लॉरी सर्विस, अरनाकुलम नॉर्थ कोचीन-682018, कानायाक्कुर तालुक, अरनाकुलम जिला केरल नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(205)/84-पी० एफ०-2]

S.O. 2297.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Usha Lorry Service, Ernakulam, North, Cochin-682018, Kannur Taluk, Ernakulam, District, Kerala have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(205)/84-PF. II]

का० शा० 2298—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स काली सिक्योरिटी सिस्टम, 42-6-बी०, मद्रास रोड, मेजाकावेरी-612002, कुम्भाकोणम, तमिल नाडू नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या हम बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(206)/84-पी० एफ०-2]

S.O. 2298.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kali Security System, 42-6-B, Madras Road, Melakaveri-612002, Kumbakonam, Tanjil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(206)/84-PF. II]

का० शा० 2299.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हरि वेंकटेस्वरा कास्टिंग्स, प्लाट स० 12-ए० नाचाराम आई० डी० ए०, हैदराबाद-501507, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(207)/84-पी० एफ०-2]

S.O. 2299.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hari Venkateswara Castings, Plot No. 12-A, Nacharam L.D.A., Hyderabad-501507, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(207)/84-PF. II]

का० शा० 2300.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री कृष्ण एण्ड लिटल कृष्णा थियेटर, थोडूपुजा, केरल नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-35019(208)/84-पी० एफ०-2]

S.O. 2300.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sree Krishna and Little Krishna Theatre, Thodupuzha, Kerala, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(208)/84-PF. II]

का० आ० 2301.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि भविष्यन्धि स्टाफ को-ऑपरेटिव कैन्टीन लिमिटेड, स० टी-६५३, भविष्य निधि भवन, पट्टम, त्रिवेन्द्रम, केरल नामक स्थापन के सम्बद्ध नियोजक श्रीर कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि श्रीर प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-३५०१९(२०९)/८४-पी० एफ०-२]

S.O. 2301.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Bhavishyanidhi Staff Co-operative Canteen Limited, No. T-653, Bhavishyanidhi Bhavan, Pattom, Trivandrum, Kerala, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(209)/84-PF. II]

का० आ० 2302.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रस्लवेना टीन इण्डस्ट्रीज, एफ-२-बी, नाचाराम, आई०डी०ए०, हैदर बाद-५०१५०७, अन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक श्रीर कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि श्रीर प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-३५०१९(२१०)/८४-पी० एफ०-२]

S.O. 2302.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Rasulvena Tin Industries, F-2/B, Nacharam I.D.A., Hyderabad-501507, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(210)/84-PF. II]

का० आ० 2303.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रदीप कुमार टेक्सटाइल्स, आझीकोड, कन्नानोर-६७०००९, केरल नामक स्थ पन के सम्बद्ध नियोजक श्रीर कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि श्रीर प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-३५०१९(२११)/८४-पी० एफ०-२]

S.O. 2303.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Pradeep Kumar Textiles, Azhicode, Cannanore-670009, Kerala, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(211)/84-PF. II]

का० आ० 2304.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एस० के० (इण्डिया) स्टील इण्डस्ट्रीज, नाचाराम इण्डस्ट्रीज एरिया, हैदराबाद-५०००३९, अन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक श्रीर कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि श्रीर प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-३५०१९(२१२)/८४-पी० एफ०-२]

S.O. 2304.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs S. K. (India) Steel Industries, Nacharam- Industrial Area, Hyderabad-500039, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(212)/84-PF. II]

का० आ० 2305.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नवोदय ऑडिओनिजन्स, प्लॉट स० सी-२१, इलैक्ट्रोनिक्स कम्प्लेक्स, कुशाइगुडा, हैदराबाद-५००७६२, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हैं। गई है कि कर्मचारी भविष्य निधि प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-३५०१९(२१३)/८४-पी० एफ०-२]

S.O. 2305.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Navodaya Audiovisions, Plot No. C-21, Electronics Complex, Kushaiguda, Hyderabad-500762, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government applies the provisions of the said Act to the said establishment.

[No. S-35019(213)/84-PF. II]

का० आ० 2306.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओमर खायाम बार एण्ड रेस्टोरेंट, खैराताबाद, हैदराबाद, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-३५०१९(२१४)/८४-पी० एफ०-२]

S.O. 2306.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Omer Khayyam Bar and Restaurant, Khairatabad, Hyderabad, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government applies the provisions of the said Act to the said establishment.

[No. S-35019(214)/84-PF. II]

का० आ० 2307.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गोरानित प्रॉसेलोरेशन कार्पोरेशन, १२-बी, इलैक्ट्रोनिक्स कम्प्लेक्स कुशाइगुडा, हैदराबाद-५००७६२, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-३५०१९(२१५)/८४-पी० एफ०-२]

S.O. 2307.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Goranit Proselor Corporation, 12-B, Electronics Complex, Kushaiguda, Hyderabad, 500762, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government applies the provisions of the said Act to the said establishment.

[No. S-35019(215)/84-PF. II]

का० आ० 2308.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स टौरम इन्जीनियर्स, १२ए/१२/१, यमुनाबाई रोड, माधव नगर बंगलोर-५६०००१, कर्नाटक। नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस-३५०१९(२१६)/८४-पी० एफ०-२]

S.O. 2308.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Taurus Engineers, 12A/12/1, Yamunabai Road, Madhav Nagar, Bangalore-560001, Karnataka, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government applies the provisions of the said Act to the said establishment.

[No. S-35019(216)/84-PF. II]

का० श्र० 2309.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार, श्रम और पुनर्वास मन्त्रालय (श्रम विभाग) की अधिसूचना संख्या का० श्र० 850 (अ), तारीख 21 अक्टूबर, 1980 में निम्नलिखित संशोधन करती है ; अर्थात् :—

उक्त अधिसूचना में, “[केन्द्रीय सरकार द्वारा धारा 4 के अंण्ड (घ) के अधीन नामनिर्दिष्ट]” शीर्षक के अन्तर्गत मद संख्या 24 की प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि रखी जाएँगी, अर्थात् :—

“श्री एम० नरसिम्हन,
आयुष्मन एवं सचिव,
नमिनन्दु सरकार,
श्रम विभाग,
मद्रास-9”

[संख्या श्र-16012/3/84-एच० आई०]

ए० कौ० भट्टराई, अध्यक्ष सचिव

S.O. 2309.—In pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour) No. S.O. 850(E) dated the 21st October, 1980, namely :—

In the said notification, under the heading “(Nominated by the Central Government under clause (d) of section 4)”, for the entries against Serial number 24, the following entries shall be substituted, namely :—

“Shri S. Narasimhan,
Commissioner and Secretary,
to the Government of Tamil Nadu,
Labour Department,
Madras-9.”

[No. U-16012/3/84-HI]

A. K. BHATTARAI, Under Secy.

